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

March 5, 2024 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:**

6.I. Audit Presentation Background Writeup for FY2022-2023.

Background:
Mauldin & Jenkins has been providing audit, assurance, tax, and advisory services to clients for over 100 years. They are highly respected in the industry and have 14 offices located in six states. They have been providing professional audit services to the City of Hapeville since 2017. Their main office is located at 200 Galleria Parkway, Atlanta, Georgia. Josh Carroll is one of the many partners with Mauldin & Jenkins and will be responsible for presenting the audit results for the City of Hapeville for Fiscal Year Ending June 30, 2023.

Supporting Document(s):
1. Hapeville Council Presentation

7. **PUBLIC HEARING:**

7.I. Consideration and Action to Approve an amendment to the Code of Ordinances, Chapter 93 (Zoning) - Second Reading

Background:
Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Sections 93-1-2 (Definitions), 93-2-6 (Distance between buildings), 93-3.2-4 (Procedures regarding delays in use of condition), 93-9-4 (Development standards), 93-10-4 (Development standards), 93-11.1-6 (Area, placement, and buffering requirements), 93-11.1-7 (Development standards), 93-11.2-7 (Area, placement, and buffering requirements), 93-11.2-8 (Supplemental area requirements), 93-11.2-9 (Sidewalk requirements), 93-11.2-10 (Parking and curb cut requirements), 93-11.2-11 (Development standards), 93-11.2-7 (Area, placement, and buffering requirements), 93-11.2-8 (Supplemental area requirements), 93-11.2-9

(Sidewalk requirements), 93-11.2-10 (Parking and curb cut requirements), 93-11.2-11 (Reserved), 93-11.4-4 (Development standards), 93-11.5-6 (Area, placement, and buffering requirements), 93-11.5-7 (Supplemental area requirements), 93-11.5-8 (Sidewalk requirements), 93-11.5-9 (Parking and curb cut requirements), 93-11.5-10 (Greenspace and open space requirements), 93-11.5-11 (Development Standards), 93-22.1-1 (Dimensional requirements), 81-1-7 (Neighborhood conservation area), 81-1-8 (RSD and RMU zoned development) for the purpose of amending the Code of Ordinances.

The Planning Commission considered this item on Tuesday, February 13, 2024, and recommended approval. Staff supports their recommendation.

Staff Comments:
Public Comments:

Supporting Document(s):
1. Chapter 93- Text Amendments
2. Sec._93_22.1_1.___Chart_of_dimensional_requirements Moratorium Text Amendments
3. Legal Ad - 02-20-2024_text amendments
4. Minutes - 02-13-2024_draft

7.II. Consideration and Action to Approve the FY2023-2024 Budget Amendment –Second Reading

Background:
Fiscal Year 2023-2024 budget was adopted on June 20, 2023. This adopted budget called for $19.1M in General Fund expenditures with revenues listed as $19.1M with no supplement by an apportionment from City Fund Balance. After finance reviewed revenues and expenditures and met with the City Manager and all department heads, we are presenting the following recommended adjustments to the City's General Fund budget.

A review of the City's expenditures and budget realignment has allowed finance to project an overall net decrease of $85K in General Fund expenditures from $19.1M to $19M. Explanations of projected budget increase requests by department are included in your package.

As of March 5, 2024, operational inflows are projected to be $17.8M, a decrease of $1.4M from the original adopted budget. The decrease in operational inflows primarily consists of lower than projected collections in:

- Real and Personal Property Taxes
- Building Permits
- Fines & Forfeitures, and
- Other Financing Sources

Details of these decreases and each budget line are included in your package.

Due to the revenue shortfall, staff is requesting the amended budget be supplemented by an apportionment from City Fund Balance of $1.3M. During the prior audited fiscal year ending June 30, 2023, the City added $2.3M to the General Fund - Fund Balance. Based on the current year's Fund Balance projections and last year's Fund Balance addition, we are projecting a net gain of $1M to General Fund - Fund Balance for the two years.

As financial positions and actual circumstances change, finance will continue to review inflows and outflows.

Staff Comments:
Public Comments:

Supporting Document(s):

1. FY23-24 Proposed Mid-Yr Budget Amendment Background Addendum - GF Dept Budget Request Sum ($10K+) - Exhibit A
2. FY2023-2024 Mid-Year Budget Adjustment Summary Requests - All Funds - (2nd Reading) - Exhibit B
3. FY2023-2024 Mid-Year Budget Adjustment Requests - Summary & Detail - All Funds - (2nd Reading) - Exhibit C
4. City of Hapeville_Mid-Year Budget Ordinance - FY2023-2024-(03-05-2024)

8. QUESTIONS ON AGENDA ITEMS:

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

9. CONSENT AGENDA:

9.I. Consideration and Action to Approve February 20th Council Meeting Minutes.

Supporting Document(s):

1. 02202024 Minutes

9.II. Consideration and Action to Approve the PILOT Agreement with South City – Signal Development

Background:

In calendar year 2023 South City Partners completed its construction of the Signal apartment complex, in Hapeville, Fulton County Parcel ID # 14 0096-0006-002-6, estimated project construction costs of $50,000,000. To assist in its development, South City negotiated a ten-year payment in lieu of taxes (PILOT) agreement with the Development Authority of Fulton County. In discussions for the development with the City, the City and South City agreed that Hapeville should not be disadvantaged by the PILOT with the County. This agreement memorializes that intent and outlines the the method the City will annually bill South City or its assigns for the ad valorem taxes for values as if there were no PILOT in place. The agreement has been reviewed by counsel of the City and South City and is ready for execution.

Supporting Document(s):

1. PILOT MOA LCR markup 10.27.23 (03453568) (004) - Final

9.III. Consideration and Action to Approve the Board Appointments Ordinance.

Background:

During the Mayor and Council meeting on February 6th, the Governing Body took action to reappoint and appoint individuals who expressed interest in serving on various boards, including the Board of Appeals, Planning Commission, Design Review Committee, Hapeville Development Authority, the Development Authority of the City of Hapeville, the Ethics Board, and the Personnel Board. The attached ordinance serves as the official documentation of Council's appointments.

Supporting Document(s):

1. Board Appointment Ordinance

10. OLD BUSINESS:

11. NEW BUSINESS:

11.I. Consideration and Action to Approve the New Fiscal Year Calendar Amendment Ordinance.

Background:

At the October 3, 2023 City Council meeting, council discussed and directed staff to go forward with providing official language to change the City fiscal year from June 30 to September 30. Annually, the Fulton County tax assessor delivers the initial digest to its municipalities in mid to late June, well past the timing needed to effectively incorporate into the City budgeting process. The city is required to approve its budget before the beginning of the fiscal year, thus requiring the city to budget using an estimate for property valuations. Ad Valorem taxes are the single largest cash inflow for the City and the budgeting and tax process will be streamlined and improved with their timing aligned. An October through September fiscal year affords the opportunity to incorporate the digest and millage discussions into the budgeting process.

Supporting Document(s):
1. Fiscal Year Amendment Ordinance

11.II. Consideration and Action to enter into an agreement with Fulton County's Community Development Block Grant Program for the acceptance of grant funds in the amount of $54,075 for park improvements in Hapeville and authorize the Mayor to sign all necessary documents.

Background:
The City of Hapeville was awarded CDBG funds in the amount of $54,075 as part of the 2023 Fulton County Annual Action Plan. These funds will be used to purchase new benches and trash cans for Jess Lucas Park, Lake Park, and John Lewis Park. There is no match required for these grant funds.

Supporting Document(s):
1. Hapeville - CDBG 2023 Contract-Final

11.III. Consideration and Action to utilize state contract pricing and approve the purchase of two new Freightliner garbage trucks from Peach State Truck Centers in the amount of $435,622.

Background:
City staff will be taking over sanitation and recycling services in May. The city has not purchased a garbage truck since 2011. These two garbage trucks are currently assembled on the lot and will be ready for delivery between 60 and 75 days with a purchase order. The normal delivery time for these trucks is 18 months if they are not assembled. The other non-state contract quote was from Battle Motors in the amount of $635,534. The City will secure the lowest possible financing, and the trucks will be purchased and financed through the Solid Waste Fund.

Supporting Document(s):
1. City of Hapeville - Stock Freightliner - 20 Yard Rear Loader - Quote - 02162024 (1)

11.IV. Discussion on Request to Change Speed Camera Vendor from Altumint to - RedSpeed

Background:
A review of the school zone speed camera performance and the company's integration with the judicial process and fines has raised several questions on the performance of our speed camera vendor, Altumint, formerly Optotraffic. Police Chief Bruce Hedley will share findings, concerns and recommends that the City consider using a more established provider, RedSpeed. A draft of the RedSpeed agreement is in the packet. Legal is in process of reviewing the draft agreement.

Supporting Document(s):
1. Hapeville RSA (002)

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.

Presentation of Audit Results

June 30, 2023

Agenda

- Engagement Team
- Overview of:
  - Audit Opinion
  - Compliance Report
  - Audit Scopes and Procedures
- Required Communications
- Financial Trends
- Accounting Recommendations and Related Matters
- Answer Questions

INSIDE PUBLIC ACCOUNTING TOP 100 FIRMS 2021

accountingTODAY 2022 Top 100 Firms

CONSISTENTLY RANKED AS A TOP ACCOUNTING FIRM IN THE U.S.

100+ year
HISTORY
OF QUALITY SERVICE

Serve 650+
GOVERNMENT CLIENTS

GOVERNMENTAL PARTNERS **16**

140+ TEAM MEMBERS DEDICATED TO SERVING THE GOVERNMENTAL INDUSTRY

STEWARDSHIP • IMPACT • TRUST • EXCELLENCE • INNOVATION

CORE PURPOSE

To guide with wisdom, serve with compassion and lead with integrity.

MAULDIN & JENKINS

CORE VALUES

VISION

To be a trusted advisor, earning trust and building respect through our consistent commitment to sustainable excellence, leadership, and integrity.

225+ SINGLE AUDITS PERFORMED LAST YEAR COVERING OVER $4 BILLION OF FEDERAL GRANTS

135,000+ HOURS ANNUALLY PROVIDED TO GOVERNMENTAL CLIENTS

150+ CURRENT CLIENTS AWARDED THE GFOA CERTIFICATE OF EXCELLENCE

5 STATES | **13** OFFICES

Engagement Team Leaders

- Josh Carroll, Engagement Director | Meredith Lipson, Quality Review Partner | Allison Whitworth, Engagement Manager

Audit Opinion

- **Our Responsibility Under Auditing Standards Generally Accepted in the United States of America (GAAS)**
  - We considered the internal control structure for the purpose of expressing our opinion on the City's basic financial statements and not for the purpose of providing an opinion on the effectiveness of internal controls.
  - Our audit was performed in accordance with GAAS and *Government Auditing Standards*.
  - Our objective is to provide reasonable—not absolute—assurance that the basic financial statements are free of material misstatement.
  - The basic financial statements are the responsibility of the City's management.
- **Report on Basic Financial Statements**
  - Unmodified ("clean") opinion on basic financial statements.
  - Presented fairly in accordance with accounting principles generally accepted in the United States of America.
  - Our responsibility does not extend beyond financial information contained in our report.
- **Yellow Book Report**
  - Test of overall internal controls and compliance with laws, regulations, contracts and grants.

Compliance Report and Audit Scopes & Procedures

- **Compliance Report**

  - The financial report package contains a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The report is not intended to provide an opinion on internal controls and compliance with applicable rules and regulations.

  - This report and the procedures performed are required by *Government Auditing Standards*.

- **Audit Scopes and Procedures (Governmental Audit Programs Utilized in All Areas)**

  - Confirmed receivables (TIA), cash, debt and other elements.

  - Vouched substantiated additions of capital assets, balances of construction in progress, and vouched significant retainage payable.

  - Performed a search for unrecorded liabilities via review of unpaid vouchers and subsequent disbursements.

Required Communications

- **Significant Accounting Policies**

  - Management is responsible for the selection and use of appropriate accounting policies.

  - The significant accounting policies used by the City are described in Note 1 to the respective basic financial statements.

  - During the current year, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-based Information Technology Arrangements*.

  - The policies used by the City are in accordance with generally accepted accounting principles.

  - In considering the qualitative aspects of its policies, the City is not involved in any controversial or emerging issues for which guidance is not available.

- **Management Judgment/Accounting Estimates**

  - Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events.

  - The City uses various estimates as part of its financial reporting process – including actuarial assumptions.

Required Communications (Continued)

- **Relationship with Management**
  - We received full cooperation from the City's management and staff.
  - There were no disagreements with management on accounting issues or financial reporting matters.
- **Management Representation**
  - We requested, and received, written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us.
- **Consultation with Other Accountants**
  - To the best of our knowledge, management has not consulted with, or obtained opinions from, other independent accountants during the year, nor did we face any issues requiring outside consultation.
- **Significant Issues Discussed with Management**
  - There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.

Required Communications (Continued)

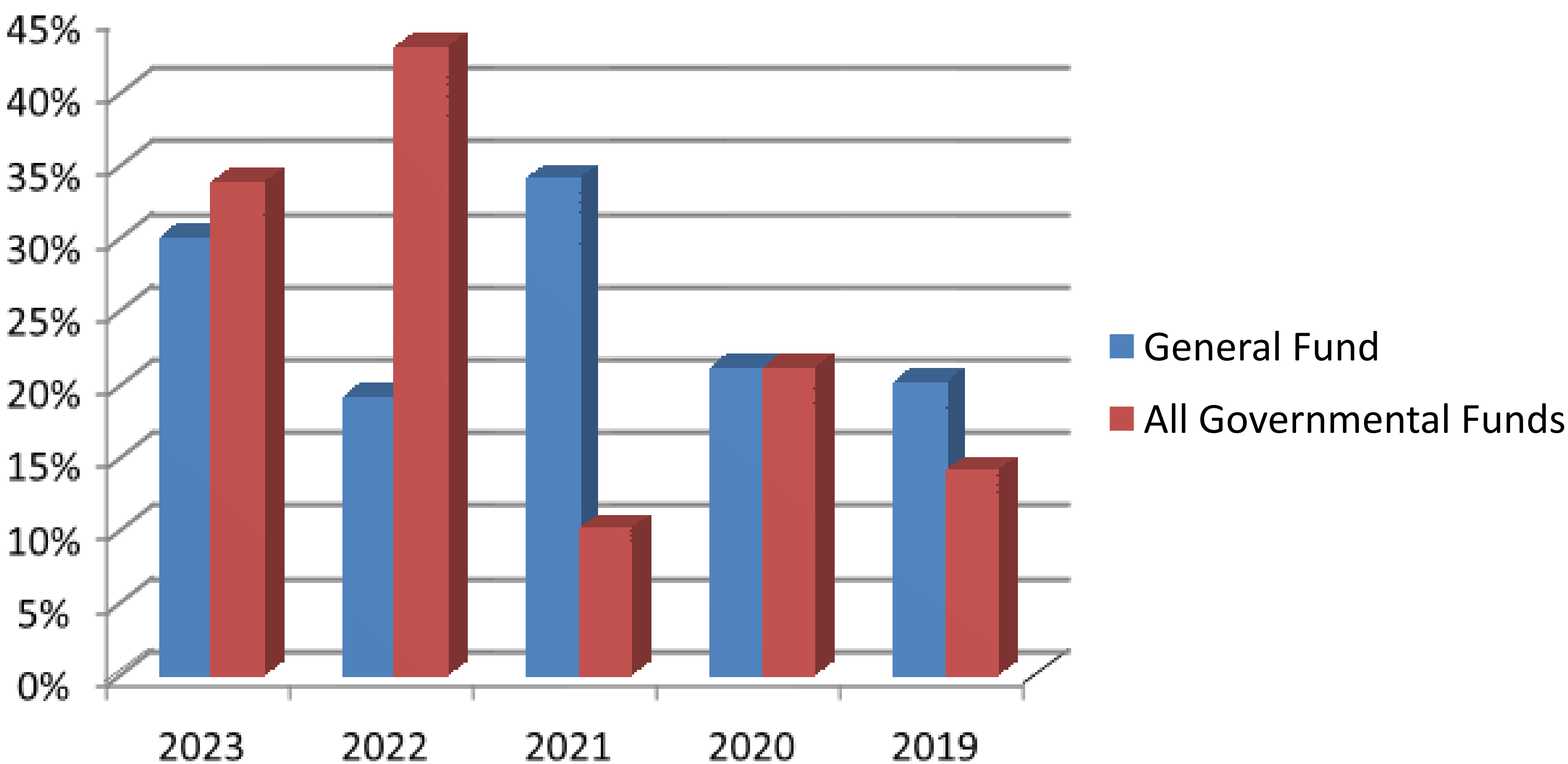
- **Audit Adjustments**
  - There were no unrecorded or passed audit adjustments.

- **Financial Statement Disclosures**
  - The footnote disclosures to the financial statements are also an integral part of the financial statements and the process used by management to accumulate the information included in the disclosures was the same process used in accumulating the statements. The overall neutrality, consistency, and clarity of the disclosures was considered as part of our audit.

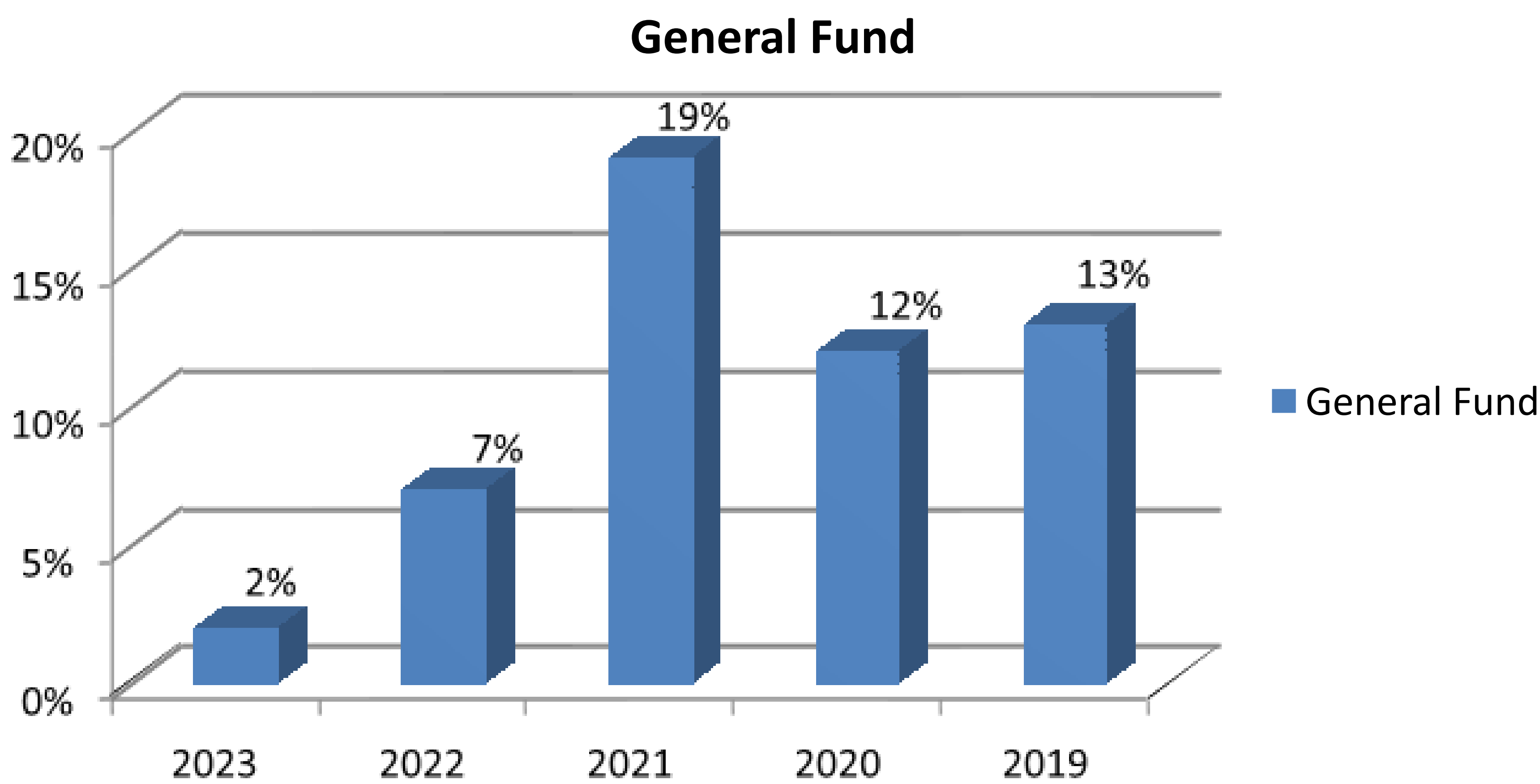
- **Information in Documents Containing Audited Financial Statements**
  - Our responsibility for other information in documents containing the City's basic financial statements and our report thereon does not extend beyond the information identified in our report. If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, we must be provided with a printer's proof for our review and approval before printing. You must also provide us with a copy of the final reproduced material for our approval before it is distributed.

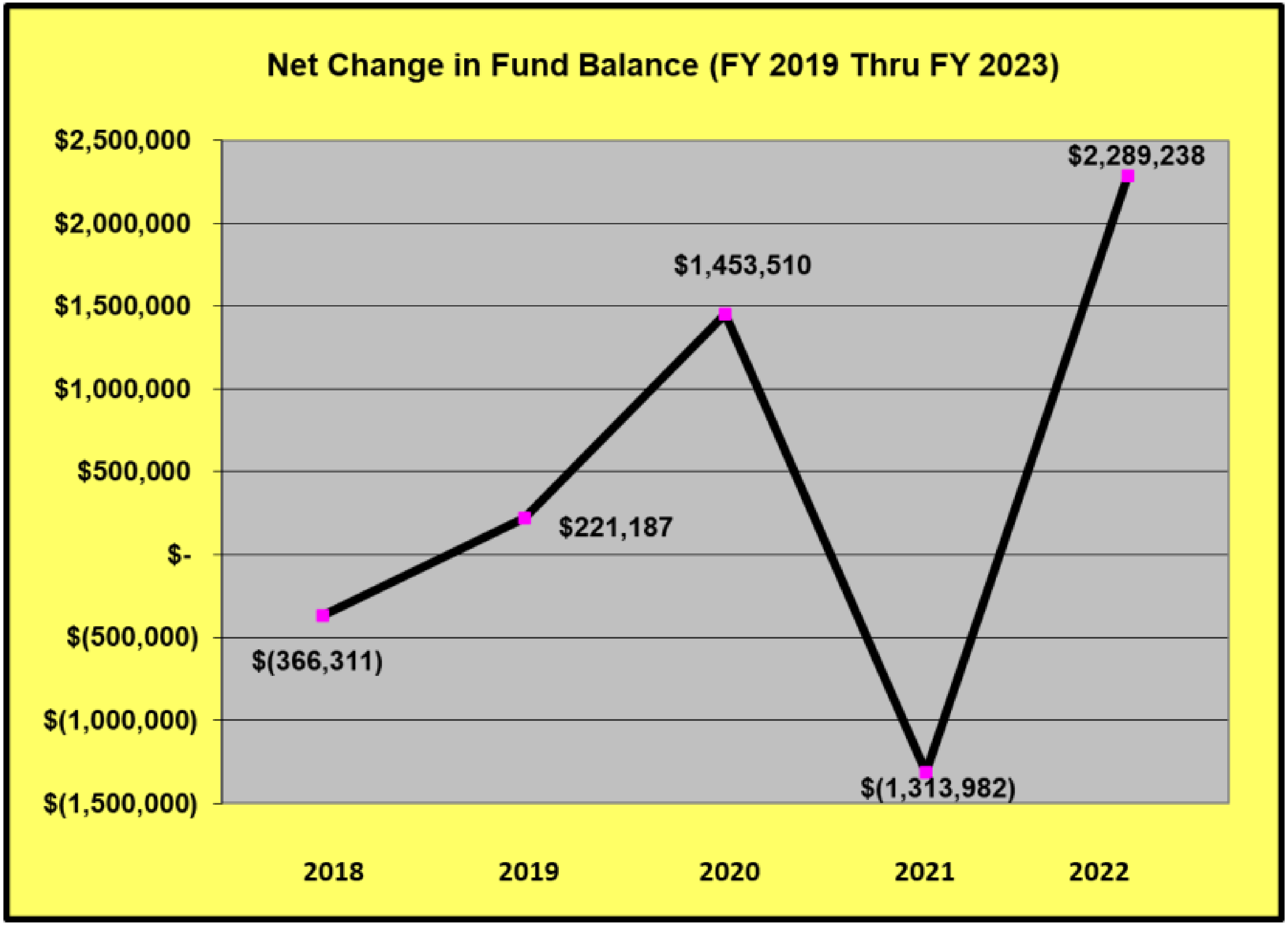
- **Auditor Independence**
  - In accordance with AICPA professional standards, M&J is independent with regard to the City and their financial reporting process.

Fund Balances as a Percentage of Total Expenditures



General Fund – Unassigned Fund Balances as a Percentage of Total Expenditures/Transfers Out





Going Further.

Comments, Recommendations & Other Matters

Governmental Advisory Services

Strategy

Develops and defines the future vision, goals, and objectives

- Innovation
- Long-Term Planning
- Organization Management
- Workforce of the Future Planning
- Internet of Things/Market Disruptors Assessment
- Artificial Intelligence/Robotics
- Service Delivery Model Planning
- Strategy Mapping
- Technology Consulting/ERP
- Technology Solution/Vendor Selection
- Operational Vision
- Business Case

Operational Efficiency and Effectiveness

Ensures business processes and service delivery are provided in a manner maximizing targeted goals

- Cost Containment
- Operations Improvement
- Program Delivery
- Revenue Enhancement
- Staffing Assessments
- Benchmarking
- Technology Utilization
- Governance
- Policy/Procedure Assessments
- Operations/Management Reviews

Transformation

Allows for the successful change from the current state to the desired environment or outcome

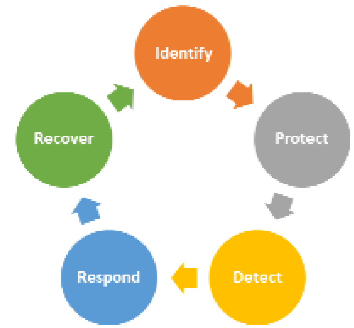
- Change Management and Organizational Transformation Strategies
- Customer Service Optimization
- Service Delivery Modeling
- Technology/Workflow Design
- Human Capital Management

Performance Measurement

Ensures outputs and outcomes are producing desired results

- Budget Forecasting & Design
- Cost Accounting
- Data Science
- Grant Strategy
- Risk Assessments
- Internal Controls & Compliance
- KPI Design
- Benchmarking
- Project Management
- Independent Verification & Validation
- Management/Dashboard Reporting

IT and Cybersecurity Solutions



•Cybersecurity Framework Engagements

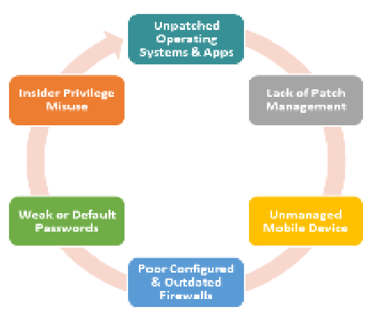
- Performed as either a SOC for Cybersecurity under AICPA attestation standards, or as a consulting engagement under AICPA consulting standards

•System Vulnerability Assessment Engagements

- Process of defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and network infrastructures, and providing an assessment with necessary knowledge, awareness and risks to understand the threats to determine appropriate reactions

•Penetration Testing Engagements

- Practice of testing a computer system to find security vulnerabilities that a hacker/attacker could exploit using automation or manual applications



New Accounting Pronouncements

- New GASB Pronouncements for Future Years

  - **Statement No. 100, Accounting Changes and Error Corrections** was issued in June 2022 and is effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The primary objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.

  - **Statement No. 101, Compensated Absences** was issued in June 2022 and is effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. This statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used.

New Accounting Pronouncements (Continued)

- New GASB Pronouncements for Future Years (Continued)

  - **Other Pending or Current GASB Projects**. As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

  - **Re-Examination of the Financial Reporting Model.** GASB has added this project to its technical agenda to make improvements to the existing financial reporting model (established via GASB Statement No. 34). Improvements are meant to enhance the effectiveness of the model in providing information for decision-making and assessing a government's accountability. GASB anticipates issuance of a final standard in late 2023 or early 2024.

  - **Revenue and Expense Recognition** is another long-term project where the GASB is working to develop a comprehensive application model for recognition of revenues and expenses from non-exchange, exchange, and exchange-like transactions. The final standard is expected in mid-2027.

  - **Going Concern Uncertainties and Severe Financial Stress** is a major project where the goal is to address issues related to disclosures regarding going concern uncertainties and severe financial stress. The project will consider (1) improvements to existing guidance for going concern considerations to address diversity in practice and clarify the circumstances under which disclosure is appropriate, (2) developing a definition of severe financial stress and criteria for identifying when governments should disclose their exposure to severe financial stress, and (3) what information about a government's exposure to severe financial stress is necessary to disclose. This technical topic is being examined by the GASB due to a wide diversity in practice regarding required presentation on the face of the financial statements, disclosures, etc. An exposure draft on this topic is expected by mid-2025.

Govt. Clients – Free Quarterly Continuing Education

- **Since March of 2009 – For Over 14 Years !!**
  - Mauldin & Jenkins provides free quarterly continuing education for all of our governmental clients. Topics are tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking and knowledge sharing among our governmental clients. We normally see approximately 180 people per quarter. Examples of subjects addressed in the past few quarters include:

- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Best Budgeting Practices, Policies and Processes
- Budget Preparation
- ACFR Preparation (two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Collateralization of Deposits and Investments
- Component Units
- Cybersecurity Risk Management
- Evaluating Financial and Non-Financial Health of a Govt.
- Financial Report Card – Where Does Your Govt. Stand?
- Financial Reporting Model Improvements
- GASB Nos. 74 & 75, OPEB Standards
- GASB No. 77, Tax Abatement Disclosures
- GASB No. 84, Fiduciary Activities
- GASB Projects and Updates (ongoing & several sessions)
- Human Capital Management
- Grant Accounting Processes and Controls
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables and the Revenue Cycle
- IRS Issues, Primarily Payroll Matters
- Legal Considerations for Debt Issuances and Disclosures
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees
- Special Purpose Local Option Sales Tax (SPLOST)
- Accounting, Reporting and Compliance
- Uniform Grant Reporting Requirements and the New Single Audit

» **We appreciate Hapeville's participation in these quarterly sessions.**

Questions & Comments

Thank You for the Opportunity to Serve

93-1-2 Definitions.

~~*Apartment*. A dwelling unit that is physically attached to at least two other dwelling units, either directly or through an intervening unit, and that is not titled as a condominium.~~

Dwelling, one-family/single family. A building designed, arranged or used exclusively for occupancy by one family.

Dwelling, one-family attached, fee simple. Any dwelling in a structure which consists entirely of dwellings each of which is attached to one or more other dwellings and has its own separate entrance from the exterior of the building. Each dwelling is located on a lot that is individually owned.

Dwelling, one family attached, build-to-rent, Any dwelling in a structure which consists entirely of dwellings each of which is attached to one or more other dwellings and has a separate entrance from the exterior of the building. Each dwelling is located within a property where individual lots are not independently owned but rented or leased to a single entity. The property is professionally managed.

Dwelling, multifamily. A residential building designed, arranged or used for occupancy by three or more families living independently of each other.

Dwelling, two-family. A building designed, arranged or used for occupancy by two families living independently of each other.

Dwelling unit. A dwelling, or portion thereof, providing complete living facilities for one family.

Event Center. Event center or event space means a privately owned for-profit commercial business enterprise at which events, including private events or public events, are held.

Family. One or more persons related by blood, adoption or marriage, living and cooking together as a single nonprofit housekeeping unit, exclusive of household servants. A number of persons but not exceeding three living and cooking together as a single nonprofit housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family.

~~*Single-family attached dwelling*. A type of residential development which includes a dwelling unit on a subdivided lot usually individually owned, though attached by a common party wall to another dwelling unit on an adjoining lot.~~

Gasoline service station or fueling station. Any area of land, including structures thereon, that is used or designed to be used for the supply of gasoline or oil or other fuel,

including electric vehicle charging stations in excess of 8 charging stalls, for the propulsion of motor vehicles and which may include facilities used or designed to be used for polishing, greasing, washing, dry cleaning or otherwise serving motor vehicles. However, major mechanical or body repair, customarily known as a repair garage, shall not be included in this definition.
Height. The distance from the highest point of the roof ~~between the eaves of a building~~ and the average ground line across the front of the building.

Story. The portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, the space between any floor and the ceiling next above it. A basement shall be counted as a story for height measurement if the vertical distance between the ceiling and the average level of the adjoining ground is more than five feet at the front of the building. A cellar shall not be counted as a story for height measurement.

93-2-6 Distance between buildings.
All accessory buildings shall be at least 15 feet from principal buildings. All multifamily buildings shall be at least ~~15~~ 20 feet apart. All single-family attached buildings shall be at least ~~ten~~ 20 feet from any other principal building.

Sec. 93-3.2-4. - Procedures regarding delays in use of condition.
If a building permit, grading permit or occupation tax permit has not been issued and construction (if any is necessary) begun within a 12-month period after such conditional use is approved, the conditional use is invalid and prior zoning district and regulations are automatically reinstated. Prior to the 12 month expiration, the applicant may request an extension from the Planning Commission and City Council of the conditional use for a period of 12 months ~~is may be withdrawn at a meeting of the mayor and council. The mayor and council may then reinstate the prior zoning district and regulations. In the alternative, the mayor and council may extend the conditional use for 12 months and any number of subsequent 12-month periods~~ by only one such period at a time.

ARTICLE 9. - R-3 ZONE (TWO-FAMILY RESIDENTIAL)
***Sec. 93-9-4. Development Standards.**
(1) See article 22.1 of this chapter for minimum parking space requirements. In addition to required parking minimums, single-family attached a require one (1) designated visitor parking space for every 3 units. On-street parking which is immediately adjacent to the property may be considered to meet the visitor parking requirement upon approval of the Planning Commission.

(2) Single family attached buildings must provide a front yard of 15’. When single family attached buildings are oriented to face onto a common area or greenspace, the front yard requirement is reduced to 10’.

(3) All single-family attached developments not enfronting a public street or internal driveway must have a 5’ wide lighted walking path or sidewalk connecting the path from the front door to the sidewalk located along the internal driveway or public street with a minimum 15’ wide landscape area flanking the path. When the front door is oriented to the side or rear of the property, the 15’ wide landscape area may be located wholly on the buffer side of the sidewalk. This landscape area requirement shall be in addition to any side or rear yard buffer requirement.

(4) In addition to the requirements of chapter 93, article 29, and section 93-23-18 of this Code, all single family attached developments ~~aster planned developments i~~n excess of one ~~two~~ acre~~s~~ shall be required to provide and maintain a minimum of 20 percent greenspace/open space. Calculations for greenspace/open space shall exclude required sidewalks and landscape strips along streets. and required residential buffers, but may include the following:

(1) Parks;

(2) Playgrounds;

(3) Trails;

(4) Gardens;

(5) Undeveloped space designated or habitat restoration and preservation;

(6) Plazas improved for pedestrian use shall also be considered greenspace when finished in brick or stone pavers and planted with at least one canopy tree per 2,500 square feet of area, with a minimum of 100 square feet of unpaved planting area around each tree.

ARTICLE 10. - R-4 ZONE (MULTIFAMILY RESIDENTIAL)

*Sec. 93-10-4. - Development Standards.

(1) See article 22.1 of this chapter for minimum parking space requirements. In addition to required parking minimums, single-family attached and multi-family residential require one (1) designated visitor parking space for every 3 units. On-street parking which is immediately adjacent to the property may be considered to meet the visitor parking requirement upon approval of the Planning Commission.

(2) Single family attached buildings must provide a front yard of 15’. When single family attached buildings are oriented to face onto a common area or greenspace, the front yard requirement is reduced to 10’.

(3) All single-family attached and multi family residential developments not enfronting a public street or internal driveway must have a 5’ wide lighted walking path or sidewalk connecting the path from the front door to the sidewalk located along the internal driveway or public street with a minimum 15’ wide landscape area flanking the path. When the front door is oriented to the side or rear of the property, the 15’ wide landscape area may be located wholly on the buffer side of the sidewalk. This landscape area requirement shall be in addition to any side or rear yard buffer requirement.

(4) In addition to the requirements of chapter 93, article 29, and section 93-23-18 of this Code, all multi-family and single family attached developments ~~aster planned developments i~~n excess of one ~~two~~ acre~~s~~ shall be required to provide and maintain a minimum of 20 percent greenspace/open space.

Calculations for greenspace/open space shall exclude required sidewalks and landscape strips along streets. and required residential buffers, but may include the following:

(1) Parks;

(2) Playgrounds;

(3) Trails;

(4) Gardens;

(5) Undeveloped space designated or habitat restoration and preservation;

(6) Plazas improved for pedestrian use shall also be considered greenspace when finished in brick or stone pavers and planted with at least one canopy tree per 2,500 square feet of area, with a minimum of 100 square feet of unpaved planting area around each tree.

ARTICLE 11.1. - V ZONE (VILLAGE)

Sec. 93-11.1-6. - Area, placement, and buffering requirements.

All buildings or structures erected, converted or structurally altered shall hereafter comply with the following lot area, yard, and building coverage requirements:

(1) *Lot area and width.* No lot shall have a minimum frontage of less than 50 feet, while the minimum area shall be established by the restriction governing lot coverage, setbacks, screening, and parking requirements.

(2) *Front yard.* All structures located along a street shall be set back, at a minimum, of 15 feet, or greater as may be determined to be necessary and advisable by the city planning commission in the course of its site plan review process. In determining such yard setbacks, the city planning commission shall consider the size and configuration of the proposed buildings, their relationship to the existing and proposed thoroughfares; in order to maximize all vehicular and pedestrian safety.

(3) *Side and rear yards.* The side and rear yards adjacent to, or separated by a street, alley or other right-of-way from a residential or commercial zone, shall provide a building setback of at least 15 feet.

(4) *Distance between buildings.* The minimum distance between two multiple family buildings on a single lot or on contiguous property under the same ownership shall be 20 feet~~, plus four additional feet for every story or fraction thereof that the building exceeds two stories,~~ or such distance determined necessary by the planning commission to enhance the aesthetics of development or by the Fire Marshal.

(5) *Height regulations.* No building or structure shall exceed ~~2½ stories or a~~ 35 feet in height, provided the planning commission may allow a development with greater height, if it finds that:

a. The proposed height will not adversely impact adjacent properties or nearby residential neighborhoods;

b. The added height is necessary to support redevelopment of an area, which currently contains uses that have an adverse impact upon adjacent neighborhoods;

c. The proposed development is designed to facilitate the objectives and strategies of the master plan;

d. Meets approval from the fire department and FAA.

(6) *Residential buffer.* In addition to required setbacks, new development shall provide an attractive physical barrier between the single family detached residential and single-family attached, multi family or nonresidential uses as necessary to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the residential environment. A smooth transition between single-family detached residential neighbors and single-family attached, multi family or nonresidential uses (including all parking lots) shall be ensured by the provision of sufficient screening of more intensive uses ~~(i.e. commercial/offices uses)~~ from residential neighborhoods through the use of decorative landscaping and screened walls.

a. A minimum 15-foot landscaped buffer shall be installed between and along the single family detached residential and single-family attached, multi family or nonresidential sides of said buffer. The landscaped area shall be planted with trees, flowers, grasses and shrubs in compliance with the buffer requirements of chapter 93, article 29 to visually screen non-residential areas and provide an attractive boundary that encourages continued investment in the adjacent residential property.

b. A permanent opaque wall or fence between six and eight feet in height and faced in wood, stacked stone, brick or hard-coat true stucco. Said wall may be located anywhere within the required landscaped buffer. The Planning Commission may require additional buffering if deemed appropriate. Required sidewalks, pathways, or front yard setbacks are not included in the residential buffer requirement.

*Sec. 93-11.1-7 – Development Standards.

(1) At a minimum, multifamily residential in the Village Zoning District shall have 60% of enfronting ground floor area designated for commercial uses along Porsche Avenue, South Central Avenue, North Central Avenue, Dogwood Drive, Virginia Avenue, International Boulevard, Lang Ave, Elkins Street, Custer Street, Willingham Drive, Doug Davis Drive, and Atlanta Avenue. Minimum floor to ceiling heights shall be 14’.

(2) Single family attached buildings must provide a front yard of 15’. When single family attached buildings are oriented to face onto a common area or greenspace, the front yard requirement is reduced to 10’.

(3) All multifamily and single-family attached developments not enfronting a public street or internal driveway must have a 5’ wide lighted walking path or sidewalk connecting the path from the front door to the sidewalk located along the internal driveway or public street with a minimum 15’ wide landscape area flanking the path. When the front door is oriented to the side or rear of the property, the 15’ wide landscape area may be located wholly on the buffer side of the sidewalk. This landscape area requirement shall be in addition to any side or rear yard buffer requirement.

(4) In addition to the requirements of chapter 93, article 29, and section 93-23-18 of this Code, all multi-family and single family attached developments ~~aster planned developments~~ in excess of one ~~two~~ acre~~s~~ shall be required to provide and maintain a minimum of 20 percent greenspace/open space. Calculations for greenspace/open space shall exclude required sidewalks and landscape strips along streets. and required residential buffers, but may include the following:

(1) Parks;

(2) Playgrounds;

(3) Trails;

(4) Gardens;

(5) Undeveloped space designated or habitat restoration and preservation;

(6) Plazas improved for pedestrian use shall also be considered greenspace when finished in brick or stone pavers and planted with at least one canopy tree per 2,500 square feet of area, with a minimum of 100 square feet of unpaved planting area around each tree.

(5) See article 22.1 of this chapter for minimum parking space requirements. In addition to required parking minimums, single-family attached and multi-family residential require one (1) designated visitor parking space for every 3 units. On-street parking which is immediately adjacent to the property may be considered to meet a portion of the visitor parking requirement upon approval of the Planning Commission.

ARTICLE 11.2. - U-V ZONE (URBAN VILLAGE)

Sec. 93-11.2-7. - Area, placement, and buffering requirements.

All buildings or structures erected, converted or structurally altered shall hereafter comply with the following lot area, yard, and building coverage requirements:

(1) *Lot area and width.* The minimum area shall be established by the restriction governing lot coverage, setbacks, height, and parking requirement as found in article 22.1. ~~Generally, no lot shall have a minimum frontage of less than 20 feet; however, single-family residential~~ Lots shall have a minimum frontage of 30 feet.

(2) *Front yard.* See subsection (3) below.

(3) *Build-to line.* The minimum build-to line shall be zero feet and the maximum shall be 15 feet, provided that the maximum build-to line may be increased as determined to be necessary and advisable by the city planning commission in the course of its site plan review process. In determining such increase, the city planning commission shall consider the size and configuration of the proposed buildings, their relationship to the existing and proposed thoroughfares, the relationship to existing and proposed parks and plazas, the location of existing mature trees, and supplemental area of adjacent structures. Where the built-to line is modified to provide parks and plazas, said facilities shall be directly accessible to the public during normal city park hours.

(4) *Side yards.* There shall be no minimum side yard requirement except as required by subsection (8) of this section for residential zone buffers.

(5) *Rear yards.* There shall be no minimum rear yard requirements except as required by subsection (8) of this section for residential zone buffers.

(6) *Distance between buildings.* Section 93-2-6 notwithstanding, the minimum distance between two buildings on a single lot or on contiguous property under the same ownership shall be 20 feet~~ten feet, plus four additional feet for every story or fraction thereof that the building exceeds three stories,~~ or such distance determined necessary by the city planning commission to enhance the aesthetics of development or by the Fire Marshal. All exterior walls shall be designed per the International Residential Building Code 2018~~03~~, as amended, or the International Building Code 2018~~03~~, as amended. Adjoining buildings, whether commercial,

residential, or mixed-use, shall have sprinkler systems and there shall be a fire resistance rating of one hour between buildings and occupancies that are side-by-side and top and bottom. However, if a building is a single-family dwelling and the adjacent building is closer than 15 feet there can be no vertical openings (windows) between the two structures of buildings that exist within 15 feet of the horizontal fire separation.

(7) *Height regulations.* No building or structure shall be less than 24 feet in height or exceed four stories or a 64 feet in height, provided the city planning commission may allow a development with greater height via site plan approval, if it finds that:

a. The proposed height will not adversely impact adjacent properties or nearby residential neighborhoods.

b. The added height is necessary to support redevelopment of an area, which currently contains uses that have an adverse impact upon adjacent neighborhoods.

c. The proposed development is designed to facilitate the objectives and strategies of an officially adopted master plan, an LCI Study or the current comprehensive plan.

d. The proposed development meets approval from the fire department and FAA.

e. The proposed development meets the sprinkling standards set forth by the fire department. It shall meet the requirements as set forth in NFPA (13)(D), standard for the installation of sprinkler systems in one-family or two-family dwellings and NFPA (13)(R) for residential occupancies up to and including four stories in height. All others shall be required to meet NFPA (13) standard for the installation of sprinklers.

(8) *Residential buffer.* Where any use other than a single-family detached use in this district adjoins a residential zone, all applicable new developments must provide an attractive physical barrier between different zones as necessary to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the residential zone. A smooth transition to adjacent residential zones shall be ensured by the provision of:

a. A minimum 15-foot landscaped buffer located within the U-V zone along the property line. Said buffer shall comply with the buffer requirements of chapter 93, article 29. Shrubs, flowers or grasses shall also be provided and maintained to visually screen the non single-family detached use and provide an attractive boundary that encourages continued investment in the adjacent residential zones. The Planning Commission may require additional buffering if deemed appropriate. Required sidewalks, pathways, or front yard setbacks are not included in the residential buffer requirement.

b. A permanent opaque wall or fence between six and eight feet in height and faced in wood, stacked stone, brick or hard-coat true stucco. Said wall may be located anywhere within the required landscaped buffer.

c. Where an alley separates this zone from a residential zone, the required landscape buffer and permanent opaque wall shall be provided on the portion of the U-V-zoned property adjacent to the alley.

Sec. 93-11.2-8. - Supplemental area requirements.

Supplemental areas shall meet the following requirements:

(1) The following may not be located in the supplemental area:

a. Recreational areas and facilities such as swimming pools, tennis courts;

b. Fences and walls, except as required by Architectural Standards or up to four feet in height for outdoor dining;

c. Service elements such as dumpsters, loading docks and similar elements;

d. Mechanical features; and

e. Parking.

(2) Adjacent to ground floor retail or restaurant uses the supplemental area:

a. Shall be at the same grade, slope, and cross slope as the adjacent required sidewalk;

b. Shall be hardscaped for a minimum of 60~~80~~ percent of its horizontal area with decorative pavers, bricks, slate, or stamped or colored concrete, but not asphalt;

c. Shall be accessible to the general public and may be used for pedestrian amenity elements such as benches, trees, outdoor dining, ~~merchandise display~~ and potted plants.

d. Eating places shall be permitted to have an outdoor dining area subject to compliance with the following provisions:

(i) The outdoor dining area shall not be located in the sidewalk clear area nor shall it obstruct pedestrian movement, fire lanes, access to any business, or areas designated for access by the physically impaired. Outdoor dining within the public right-of-way may not be surrounded by fences or walls and shall utilize movable tables and chairs.

(ii) Compliance with applicable state and county health regulations.

(3) Adjacent to ground floor dwelling units, excluding live-work dwellings, the supplemental area:

a. Shall be landscaped, except for area uses for stoops, porches, wheelchair ramps, or walkways;

b. Shall be planted with one canopy tree, as established in section 93-2-14(k)(11), an average of 40 feet on-center as measured parallel to the front lot line.

c. Shall be differentiated from the adjacent sidewalk by a continuous wall, fence, hedge, or retaining wall between six and 30 inches in height.

(4) Adjacent to ground floor live-work dwellings, all other uses, or when not adjacent to a building the supplemental area shall be treated as identified in subsections (2) or (3) of this section.

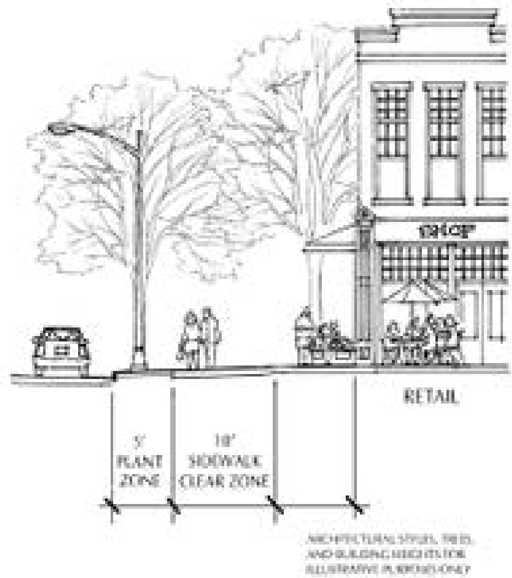
Sec. 93-11.2-9. - Sidewalk requirements.

Public sidewalks shall be located along all public and private streets. Sidewalks shall be of the widths indicated below and shall consist of two areas: a landscape area and a clear area. The following regulations shall apply to all required sidewalks:

(1) *Sidewalk landscape area requirements.*

a. The landscape area shall have a minimum width of five feet and shall be located adjacent to the curb, unless otherwise allowed by the Planning Commission.

b. The landscape area may be primarily paved adjacent to on-street parking and shall be landscaped in all other areas unless otherwise allowed by Planning Commission.



c. Street trees shall be planted on average 30 feet on center, spaced equal distance between streetlights~~, and in line with stripes of parallel parking spaces~~. All newly planted trees shall comply with the requirements of chapter 93, article 29, shall be limbed up to a minimum height of seven feet and shall be of an appropriate street tree species found in appendix A, attached to the ordinance from which chapter 93, article 29 was derived. The city planning commission may approve an alternate for street tree requirement subject to constraints such as overhead or underground utilities or underground utility easements or other conditions.

d. The landscape area is also intended for the placement of street furniture, including utility poles, waste receptacles, fire hydrants, traffic signs, newspaper vending boxes, bus shelters, bicycle racks, public kiosks and similar elements in a manner that does not obstruct pedestrian access or motorist visibility as approved by the city.

e. The landscape area shall be maintained by the adjacent property owner.

(2) *Sidewalk clear area requirements.*

a. The clear area shall be the portion of the sidewalk reserved for pedestrian passage and unobstructed by permanent objects to a height of eight feet, including but not limited to steps and stoops, traffic control boxes, and utility structures. The sidewalk clear area shall have a consistent cross slope not exceeding two percent.

b. No awning or canopy shall extend more than five feet over the clear area.

c. Along the following streets, if zoned U-V: Porsche Avenue, South Central Avenue, North Central Avenue, Perry Hudson Boulevard, Dogwood Drive, Sylvan Road, Virginia Avenue, International Boulevard, and Atlanta Avenue, the sidewalk clear area shall have a minimum width of ten feet.

d. Along all other streets zoned U-V, the sidewalk clear zone shall have a minimum width of six feet.

e. Where property within the district abuts a residential zone without an intervening street, the sidewalk area within 20 feet of such district shall taper when necessary to provide a smooth transition to the existing residential zone sidewalk. In the event that the abutting residential zone has no existing sidewalk, the sidewalk shall taper to a width of six feet, measured from the street curb, or as approved by the city planning commission.

(3) *Paving materials to remain continuous.* Any paving materials, including concrete, special pavers, or decorative paving within the landscape area or clear area shall continue across any intervening driveway.

Sec. 93-11.2-10. - Parking and curb cut requirements.

In addition to the requirements of article 23, off-street parking and loading, the following requirements shall apply within the U-V district:

(1) See article 22.1 of this chapter for minimum parking space requirements. In addition to required parking minimums, single-family attached and multi-family residential require one (1) designated visitor parking space for every 3 units. On-street parking which is immediately adjacent to the property may be considered to meet the visitor parking requirement upon approval of the Planning Commission.

(2) See section 93-23-7 for mixed-use developments, which may be reduced as authorized by the board of appeals subject to a shared parking arrangement under the following criteria:

~~a. The minimum number of parking spaces for a project where shared parking is proposed shall be determined by a study prepared by the applicant following the procedures of the Urban Land Institute (ULI) Shared Parking Report or Institute of Transportation Engineers (ITE) Shared Parking Guidelines. The actual number of parking spaces required shall be based on well-recognized sources of parking data such as the ULI or ITE reports. If standard rates are not available or limited, the applicant may collect data at similar sites to establish local parking demand rates. If the shared parking plan assumes use of an existing parking facility, then field surveys shall be conducted to determine actual parking accumulation.~~

a~~. b~~. An applicant shall submit the following information as part of an application to reduce parking requirements and avoid conflicting parking demands:

1. A to-scale map indicating location of proposed parking spaces;
2. Hours of business operation of nonresidential parking users;
3. Copies of the legal instrument that authorizes the use of shared parking facilities;
4. Copies of the relevant legal instrument authorizing the shared use, shall be filed with the department of economic development.
5. Where authorized shared parking exists and a change affecting the shared use occurs, the applicant shall have up to 30 calendar days to provide the city Department of

planning and economic development with a valid legal instrument reflecting the modified parking arrangements.

c. Change to any of the conditions identified in this subsection, except as identified in subsection (2)b.5 above, shall terminate authorization for shared parking. A shared parking arrangement shall be deemed a condition of the zoning and any modification will require a new site plan, parking plan, and zoning approval.

(3) Developments are permitted a maximum of two driveway curb cuts per block face or one. For the purposes of this section, two curb cuts serving two one-way driveways shall only be counted as one curb cut.

(4) No curb cuts, driveways or circular drives shall be permitted on Porsche Avenue, South Central Avenue, Virginia Avenue or Atlanta Avenue when access can be provided from a side or rear street. Circular drives are prohibited, with the exception of hotel and hospital uses.

(5) Rear alleys or rear drives may ~~shall~~ be provided to access attached single-family garages, detached single-family dwelling garages, and commercial loading and service areas.

(6) Carports shall be prohibited.

(7) Garages, including attached garages, shall not face adjacent streets except where alley or rear drive access or side entry is not feasible, in which case such garages shall be set back a minimum of 15 feet from the front façade ~~build-to line~~. All garage materials shall match those of the principal structure.

(8) Parking structures shall conceal automobiles from view, shall have the appearance of a horizontal storied building on all levels, shall be faced in brick, stacked stone, cast stone, poured-in-place rubbed concrete, or pre-cast concrete faced in or having the appearance of brick or stacked stone. Parking structures adjacent to the supplemental area shall also meet the requirements of section 93-11.2-10(1).

(9) Bicycle or moped parking spaces are required as follows: All nonresidential uses over 10,000 SF shall provide one such space for every 20 automobile spaces and condominium and apartment uses shall provide one such space for every five units provided that no such uses shall have fewer than two such spaces or be required to exceed 30 spaces. Such spaces shall be located within the sidewalk landscape area a maximum distance of 100 feet from the primary pedestrian entrance, or within the supplemental area and at least as close as the closest automobile space, except for handicapped parking spaces. Bicycle parking spaces shall include a bike rack with a metal anchor sufficient to secure the bicycle frame when used in conjunction with a user-supplied lock.

(10) Dumpsters shall not be placed in the supplemental area. Dumpsters shall be entirely screened from view of any street with vertically enclosed opaque walls or fencing complementing ~~matching~~ the materials of the principal structure.

*Sec. 93-11.2-11. – Development Standards.

(1) At a minimum, multifamily residential in the U-V Zoning District shall have 60% of enfronting ground floor area designated for commercial uses along Porsche Avenue, South Central Avenue, North Central Avenue, Dogwood Drive, Virginia Avenue, International Boulevard, Lang Ave, Elkins Street, Custer Street, Willingham Drive, Doug Davis Drive, and Atlanta Avenue. Minimum floor to ceiling heights shall be 14'.

(2) Single family attached buildings must provide a front yard of 15'. When single family attached buildings are oriented to face onto a common area or greenspace, the front yard requirement is reduced to 10'.

(3) All multifamily and single-family attached developments not enfronting a public street or internal driveway must have a 5' wide lighted walking path or sidewalk connecting the path from the front door to the sidewalk located along the internal driveway or public street with a minimum 15' wide landscape area flanking the path. When the front door is oriented to the side or rear of the property, the 15' wide landscape area may be located wholly on the buffer side of the sidewalk. This landscape area requirement shall be in addition to any side or rear yard buffer requirement.

(4) In addition to the requirements of chapter 93, article 29, and section 93-23-18 of this Code, all multi-family and single family attached developments ~~aster planned developments~~ in excess of one ~~two~~ acre~~s~~ shall be required to provide and maintain a minimum of 20 percent greenspace/open space. Calculations for greenspace/open space shall exclude required sidewalks and landscape strips along streets. and required residential buffers, but may include the following:

(1) Parks;

(2) Playgrounds;

(3) Trails;

(4) Gardens;

(5) Undeveloped space designated or habitat restoration and preservation;

(6) Plazas improved for pedestrian use shall also be considered greenspace when finished in brick or stone pavers and planted with at least one canopy tree per 2,500 square feet of area, with a minimum of 100 square feet of unpaved planting area around each tree.

Sec. 93-11.2-11. - Reserved.

ARTICLE 11.4. - R-5 ZONE (ONE FAMILY ATTACHED/DETACHED RESIDENTIAL)

*Sec. 93-11.4-4. – Development Standards.

(1) See article 22.1 of this chapter for minimum parking space requirements. In addition to required parking minimums, single-family attached a require one (1) designated visitor parking space for every 3 units. On-street parking which is immediately adjacent to the property may be considered to meet the visitor parking requirement upon approval of the Planning Commission.

(2) Single family attached buildings must provide a front yard of 15'. When single family attached buildings are oriented to face onto a common area or greenspace, the front yard requirement is reduced to 10'.

(3) All single-family attached developments not enfronting a public street or internal driveway must have a 5' wide lighted walking path or sidewalk connecting the path from the front door to the sidewalk located along the internal driveway or public street with a minimum 15' wide landscape area flanking the path. When the front door is oriented to the side or rear of the property, the 15' wide landscape area may be located wholly on the buffer side of the sidewalk. This landscape area requirement shall be in additioni to any side or rear yard buffer requirement.

(4) In addition to the requirements of chapter 93, article 29, and section 93-23-18 of this Code, all single family attached developments ~~aster planned developments~~ in excess of one ~~two~~ acre~~s~~ shall be required to provide and maintain a minimum of 20 percent greenspace/open space. Calculations for greenspace/open space shall exclude required sidewalks and landscape strips along streets. and required residential buffers, but may include the following:

(1) Parks;

(2) Playgrounds;

(3) Trails;

(4) Gardens;

(5) Undeveloped space designated or habitat restoration and preservation;

(6) Plazas improved for pedestrian use shall also be considered greenspace when finished in brick or stone pavers and planted with at least one canopy tree per 2,500 square feet of area, with a minimum of 100 square feet of unpaved planting area around each tree.

ARTICLE 11.5. - RMU ZONE (RESIDENTIAL MIXED USE)

Sec. 93-11.5-6. - Area, placement, and buffering requirements.

All buildings or structures erected, converted or structurally altered shall hereafter comply with the following lot area, yard, and building coverage requirements:

(1) *Lot area and width.* The minimum area shall be established by the restriction governing lot coverage, setbacks, height, and parking requirement as found in article 22.1 and set forth herein. ~~enerally, no lot shall have a minimum frontage of less than 20 feet; however, single-family residential~~ Lots shall have a minimum frontage of 30 feet.

(2) *Front yard.* See subsection (3) below.

(3) *Build-to line.* The minimum build-to line shall be zero feet and the maximum shall be 15 feet, provided that the maximum build-to line may be increased as determined to be necessary and advisable by the city planning commission in the course of its site plan review process. In determining such increase, the city planning commission shall consider the size and configuration of the proposed buildings, their relationship to the existing and proposed thoroughfares, their relationship to existing and proposed parks and plazas, the location of existing mature trees, and the supplemental area of adjacent structures. Where the build-to line is modified to provide parks and plazas, said facilities shall be directly accessible to the public during normal city park hours.

(4) *Side yards.* There shall be no minimum side yard requirement except as required by subsection (9) for residential zone buffers.

(5) *Rear yards.* There shall be no minimum rear yard requirements except as required by subsection (9) for residential zone buffers.

(6) *Distance between buildings.* The minimum distance between two buildings on a single lot or on contiguous property shall only be limited by applicable public safety and fire codes.

(7) *Height regulations.* For those structures zoned RMU, the maximum permitted height shall not exceed the lesser of six stories or 96 feet.

(8) *Sprinkling standards.* All proposed development shall meet applicable sprinkling standards set forth by the National Fire Protection Association (NFPA) and all state and city codes and ordinances.

(9) *Residential buffer.* Where any use other than a single-family detached use in this district adjoins a residential zone, all applicable new developments must provide an attractive physical barrier between different zones as necessary to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the residential zone. A smooth transition to adjacent residential zones shall be ensured by the provision of:

a. A minimum 15-foot landscaped buffer located along the property line. Said buffer shall comply with the buffer requirements of chapter 93, article 29. Shrubs, flowers or grasses shall also be provided and maintained to visually screen the non single-family detached use and provide an attractive boundary that encourages continued investment in the adjacent residential zones. The Planning Commission may require additional buffering if deemed appropriate. Required sidewalks, pathways, or front yard setbacks are not included in the residential buffer requirement.

b. A permanent opaque wall or fence between six and eight feet in height and faced in wood, stacked stone, brick or hard-coat true stucco. Said wall may be located anywhere within the required landscaped buffer.

c. The tree spacing and wall placement requirements of subsections a. and b. above may be adjusted by the planning and zoning manager where the applicant wishes to preserve existing specimen trees within the required buffer. This may include alternative arrangements that minimize the impacts of the screening requirements on the health of existing trees.

Sec. 93-11.5-7. - Supplemental area requirements.

Supplemental areas shall meet the following requirements:

(1) The following may not be located in the supplemental area:

a. Recreational areas and facilities such as swimming pools or tennis courts;

b. Fences and walls, except as required by Architectural Standards or up to four feet in height for outdoor dining;

c. Service elements such as dumpsters, loading docks and similar elements; and

d. Mechanical features.

(2) Adjacent to ground floor retail or restaurant uses the supplemental area:

a. Shall be at the same grade, slope, and cross slope as the adjacent required sidewalk;

b. Shall be hardscaped for a minimum of 60~~80~~ percent of its horizontal area with decorative pavers, brick, slate, or stamped or colored concrete, but not asphalt;

c. Shall be accessible to the general public and may be used for pedestrian amenity elements such as benches, trees, lighting, outdoor dining, ~~merchandise display~~ and potted plants.

d. Eating places shall be permitted to have an outdoor dining area subject to compliance with the following provisions:

(i) The outdoor dining area shall not be located in the sidewalk clear area nor shall it obstruct pedestrian movement, fire lanes, access to any business, or areas designated for access by the physically impaired. Outdoor dining within the public right-of-way may not be surrounded by fences or walls and shall utilize movable tables and chairs.

~~(ii) The number of seats in the outdoor dining area shall not exceed fifty (50) percent of the number of indoor seats within the eating place.~~

(ii~~i~~) Compliance with applicable state and county health regulations.

(3) This section shall not be deemed to permit signage or structural alterations such as canopies or walls regulated elsewhere in this chapter.

(4) Adjacent to ground-floor dwelling units, excluding live-work dwellings, the supplemental area:

a. Shall be landscaped, except for area used for stoops, porches, wheelchair ramps, or walkways;

b. Shall be planted with canopy trees, as established in chapter 93, article 29, an average of 30 feet on-center as measured parallel to the front lot line.

c. Shall be differentiated from the adjacent sidewalk by a continuous wall, fence, hedge, or retaining wall between six and 30 inches in height.

(5) The supplemental area, when adjacent to ground-floor live-work dwellings or other uses, or when not adjacent to a building, shall be subject to subsections (2) and (4).

Sec. 93-11.5-8. - Sidewalk requirements.

Public sidewalks shall be located along all existing and new public and interior driveways serving multifamily or single family attached units ~~private streets~~, excluding private alleys. Sidewalks shall be of the widths indicated below and shall consist of two areas: a landscape area and a clear area. The following regulations shall apply to all required sidewalks:

(1) *Sidewalk landscape area requirements.*

a. The landscape area shall have a minimum width of five feet and shall be located adjacent to the curb unless otherwise allowed by Planning Commission.

b. The landscape area may be paved adjacent to on-street parking when located adjacent to ground floor retail, and shall be landscaped in all other areas unless otherwise allowed by Planning Commission.

c. Street trees shall be planted on average 30 feet on center, spaced equal distance between streetlights, and in line with stripes of parallel parking spaces. All newly planted trees shall comply with the requirements of chapter 93, article 29, shall be limbed up to a minimum height of seven feet, and shall be of an appropriate street tree species found in appendix A, attached to the ordinance from which chapter 93, article 29 was derived. The city planning commission may approve an alternate for street tree requirement subject to constraints such as overhead or underground utilities or underground utility easements or other conditions.

d. The landscape area is also intended for the placement of street furniture, including utility poles, waste receptacles, fire hydrants, traffic signs, bus shelters, bicycle racks, public kiosks and similar elements in a manner that does not obstruct pedestrian access or motorist visibility as determined by the city.

e. The landscape area shall be maintained by the adjacent property owner.

f. Where tree grates are provided they may encroach into the sidewalk clear area a maximum depth of two feet and the landscape area may be reduced by a corresponding depth.

(2) *Sidewalk clear area requirements.*

a. The clear area shall be the portion of the sidewalk reserved for pedestrian passage and unobstructed by permanent objects to a height of eight feet, including, but not limited to, steps and stoops, traffic control boxes, traffic signs, awnings, canopies, and utility structures. The sidewalk clear area shall have a consistent cross slope not exceeding two percent.

b. No awning or canopy shall extend more than five feet over the clear area.

c. The sidewalk clear area shall comply with the standards established in chapter 81 (City of Hapeville Architectural Design Standards), section 81-1-6 of the Hapeville Code of Ordinances.

d. Where property within the district abuts a residential zone without an intervening street, the sidewalk area within 20 feet of such district shall taper when necessary to provide a smooth transition to the existing residential zone sidewalk. In the event that the abutting residential zone has no existing sidewalk, the sidewalk shall taper to a width of six feet, measured from the street curb, or as approved by the city planning commission.

(3) *Paving materials to remain continuous.* Any paving materials, including concrete, special pavers, or decorative paving within the landscape area or clear area shall continue across any intervening driveway.

Sec. 93-11.5-9. - Parking and curb cut requirements.

In addition to the requirements of article 23 of this chapter, off-street parking and loading, the following requirements shall apply within the RMU district:

(1) See article 22.1 of this chapter for minimum parking space requirements. In addition to required parking minimums, single-family attached and multi-family residential require one (1) designated visitor parking space for every 3 units. On-street parking which is immediately adjacent to the property may be considered to meet the visitor parking requirement upon approval of the Planning Commission.

(2) See section 93-23-7 of the Hapeville Code of Ordinances for mixed-use developments, which may be reduced as authorized by the board of appeals subject to a shared parking arrangement under the following criteria:

a~~.~~ ~~The minimum number of parking spaces for a project where shared parking is proposed shall be determined by a study prepared by the applicant following the procedures of the Urban Land Institute (ULI) Shared Parking Report or Institute of Transportation Engineers (ITE) Shared Parking Guidelines. The actual number of parking spaces required shall be based on well-recognized sources of parking data such as the ULI or ITE reports.~~

~~If standard rates are limited or not available, the applicant may collect data at similar sites to establish local parking demand rates. If the shared parking plan assumes the use of an existing parking facility, then field surveys shall be conducted to determine actual parking accumulation.~~

a. ~~b~~. An applicant shall submit the following information as part of an application to reduce parking requirements and avoid conflicting parking demands:

(i) A to-scale map indicating location of proposed parking spaces;
(ii) Hours of business operation of nonresidential parking users;
(iii) Copies of the legal instrument that authorizes the use of shared parking facilities, which shall be filed with the department of economic development.

c. Where authorized shared parking exists, and a change affecting the shared use occurs, the applicant shall have up to 30 calendar days to provide the city planning and zoning manager with a valid legal instrument reflecting the modified parking arrangements.

d. A change to any of the conditions identified in this subsection, except as identified in subsection (2)c. above, shall terminate authorization for shared parking. A shared parking arrangement shall be deemed a condition of the zoning and any modification will require a new site plan, parking plan, and zoning approval.

(3) Developments are permitted a maximum of two driveway curb cuts per block face. For the purposes of this Section, two curb cuts serving two one-way driveways shall only be counted as one curb cut.

(4) No curb cuts, driveways or circular drives shall be permitted on Porsche Avenue, South Central Avenue or Atlanta Avenue where access can be provided from a side or rear street.

(5) Rear alleys or rear drives may be provided to access attached single-family garages, detached single-family dwelling garages, and commercial loading and service areas.

(6) Carports shall be prohibited.

(7) Garages, including attached garages, shall not face adjacent streets except where alley or rear drive access or side entry is not feasible, in which case such garages shall be set back a minimum of 15 feet from the front façade ~~build-to line~~. All garage materials shall match those of the principal structure.

(8) Parking structures shall conceal automobiles from view, shall have the appearance of a horizontal storied building on all levels, shall be faced in brick, stacked stone, cast stone, poured-in-place rubbed concrete, or pre-cast concrete faced in or having the appearance of brick or stacked stone. Parking structures adjacent to the supplemental area shall also meet the requirements of subsection 81-1-6(e) of the Hapeville Code of Ordinances.

(9) Bicycle or moped parking spaces are required as follows: All nonresidential uses over 10,000 SF shall provide one such space for every 20 automobile spaces and condominium and apartment uses shall provide one such space for every five units provided that no such uses shall have fewer than two such spaces or be required to exceed 30 spaces. Such spaces shall be located within the sidewalk landscape area a maximum distance of 100 feet from the primary pedestrian entrance, or within the supplemental area and at least as close as the closest automobile space, except for handicapped parking spaces. Bicycle parking spaces shall include a bike rack with a metal anchor sufficient to secure the bicycle frame when used in conjunction with a user-supplied lock.

(10) Dumpsters shall be entirely screened from view of any street with vertically enclosed opaque walls or fencing and complementing ~~matching~~ the materials of the principal structure. Dumpsters shall not be permitted between a primary building and a public street.

Sec. 93-11.5-10. - Greenspace and open space requirements.

In addition to the requirements of chapter 93, article 29, and section 93-23-18 of this Code, all multi-family and single family attached developments ~~aster planned developments~~ in excess of one ~~two~~ acre~~s~~ shall be required to provide and maintain a minimum of 20 percent greenspace/open space. Calculations for greenspace/open space shall exclude required sidewalks, landscape strips along streets. required residential buffers, but may include the following:

(1) Parks;

(2) Playgrounds;

(3) Trails;

(4) Gardens;

(5) Undeveloped space designated or habitat restoration and preservation;

(6) Plazas improved for pedestrian use shall also be considered greenspace when finished in brick or stone pavers and planted with at least one canopy tree per 2,500 square feet of area, with a minimum of 100 square feet of unpaved planting area around each tree.

*Sec. 93-11.5-11. – Development Standards.

(1) At a minimum, multifamily residential in the Village Zoning District shall have 60% of enfronting ground floor area designated for commercial uses along Porsche Avenue, South Central Avenue, North Central Avenue, Dogwood Drive, Virginia Avenue, International Boulevard, Lang Ave, Elkins Street, Custer Street, Willingham Drive, Doug Davis Drive, and Atlanta Avenue.

(2) Single family attached buildings must provide a front yard of 15'. When single family attached buildings are oriented to face onto a common area or greenspace, the front yard requirement is reduced to 10'.

(3) All multifamily and single-family attached developments not enfronting a public street or internal driveway must have a 5' wide lighted walking path or sidewalk connecting the path from the front door to the sidewalk located along the internal driveway or public street with a minimum 15' wide landscape area flanking the path. When the front door is oriented to the side or rear of the property, the 15' wide landscape area may be located wholly on the buffer side of the sidewalk. This landscape area requirement shall be in addition to any side or rear yard buffer requirement.

(4) In addition to the requirements of chapter 93, article 29, and section 93-23-18 of this Code, all multi-family and single family attached developments ~~aster planned developments~~ in excess of one ~~two~~ acre~~s~~ shall be required to provide and maintain a minimum of 20 percent greenspace/open space. Calculations for greenspace/open space shall exclude required sidewalks and landscape strips along streets. and required residential buffers, but may include the following:

(1) Parks;

(2) Playgrounds;

(3) Trails;

(4) Gardens;

(5) Undeveloped space designated or habitat restoration and preservation;

(6) Plazas improved for pedestrian use shall also be considered greenspace when finished in brick or stone pavers and planted with at least one canopy tree per 2,500 square feet of area, with a minimum of 100 square feet of unpaved planting area around each tree.

Sec. 93-22.1-1. Dimensional Requirements.

See separate document

Sec. 93-22.1-1. Chart of dimensional requirements.

City of Hapeville
Article 22.1 Dimensional Requirements

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
R-O	Single-family detached	60	10,000	10,000	1,600	40	30	30	6	25	2½	35	2 DU	1
	Accessory structure(s)									5	5	2	25	
R-1	Single-family detached	50	6,750	6,750	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25	2 DU	
R-2	Single-family detached	60	8,500	8,500	1,000	40	15	15	6	25	2½	35	2 DU	1
	Accessory structure(s)								5	5	5	25	2 DU	
	Two-Family attached—Duplex		8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		
R-3	Single-family detached	60	8,500	8,500	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		

	Single-family attached—Duplex	60	8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		
	Single-family attached patio/town homes	60	10,000	2,500; n.	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Accessory structure(s)								5	5	2	25		
R-4	Single-family detached	60	8,500	8,500	1,000	60	15	15	8	25	2½	35	2 DU	1
	Accessory structure(s)								5	6	2	25		
	Two-family attached duplex	60	8,500	4,250	1,000	60	15	15	5	25	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		
	Single-family attached public/townhomes	60	10,000	2,500; n.	1,000	50	15	15	5	20	2½	35	2 DU	a.
	Accessory structure(s)								5	5	2	25		
	Multifamily—2 stories or less	100	10,000	3,000, n.	730	50	20	20	10	25	2	30	~~2 DU~~ d.	20
	Accessory structure(s)								5	5	2	25		
	Multifamily—2 stories or more	200	5 acres	2,000, n.	730	50	20	20	10	25	4	40 b.	~~2 DU~~ d.	20
	Accessory structure(s)								5	5	2	25		

R-5	Single-family detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		
	Single-family attached 4 to 8 units	40	10,000	2,500; n.	1,000	70	15	15	5	10	2½	35	2 DU	a.
	Accessory structure(s)							15	5	5	25			
R-SF	Single-family detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		
R-I	Single-family detached	40	4,000	4,000	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		
	Single-family attached—Duplex	40	4,000	2,000	1,000	50	15	15	5	20	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		
	Single-family attached patio/townhomes	40	10,000	2,500; n.	1,000	60	15	15	5	10	2½	35	2 DU	a.
	Accessory structure(s)								5	5	2	25		
V	Single-family detached	50	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	26		

	Single-family attached—4 to 8 units	50	10,000	2,500; n.	1,000	70	15	15	5	20	2½	35	2 DU	a.
	Accessory structure(s)								5	5	2	25		
	Condominiums	200	43,500	2,500	1,000	70	15	15	10	25		40 b.	2 DU	12
	Accessory structure(s) conditional								5	5	2	25		Conditional
	Nonresidential	50	10,000	10,000	1,000	70	15	15	15	25		40 b.	c., d., e.	N/A
C-R	Single-family detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory structure(s)								5	5	2½	25		
	Two-Family attached—Duplex	60	8,500	4,250	1,000	40	15	15	6	20	2½	35	2 DU	1
	Single-family attached patio/townhomes	50	10,000	2,500; n.	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Multifamily—2 stories or less	100	30,000	3,000	480	50	15	15	10	25	2	35	~~2 DU~~ d.	1
	Nonresidential with floor areas not exceeding 6,000 sf	100	8,500		1,000	60	15	15	15	25	2½	40 b.	c., d., e.	
	Nonresidential with floor areas in exceeding 6,000 sf	200	5 acres	1,000	500	50	15	15	15	25		40 b.	c., d., e.	

C-1	Nonresidential					80	15	15	0	0		40 b.	c., e.	
C-2	Nonresidential					80	15	15	0	0		40 b.	c., d., e.	
D-D	Nonresidential					80	15	15	0	0		40 b.	c., e.	
I-1	Light industrial					80	20	20	10	20		40 b.	c., d., e., f.	
I-2	Heavy industrial					80	20	20	10	20		40 b.	c., d., e., f.	
N-C	Single-family detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25		
	Single-family attached duplex	80	8,500	4,250	1,000	60	15	15	5	20	2½	35	2 DU	2
	Single-family attached patio/townhomes	60	10,000	2,500; n.	1,000	60	15	15	5	20	2½	35	2 DU	a.
	Accessory structure(s)								5	5	2	25		
	Multifamily—2 stories or less	100	10,000	3,000	480	50	20	20	10	26	2	35	~~2 DU~~ d.	20
	Multifamily - 3 Stories or greater	125	10,000	3,000	730	50	20	20	10	25	4	40 b.	~~2 DU~~ d.	30
	Nonresidential	100	8,500		1,000	60	15	15	15	25	4	40 b.	c., d., e., f.	
UV	Single-family detached	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1.5 DU	1

	Accessory structure(s)								0	0	2	25		
	Single-family attached - duplex	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family attached patio/town homes and live-work unit	~~20~~ 30	1,200	n.	1,000	90	0/15	0/15	0	0	3	45	1 DU	l.
	Accessory structure(s)								0	0	2	25		
	Multifamily	~~20~~ 30	2,000	n.	600	90	0/15	0/15	0	0	4 g.	64 g.	~~1 DU~~ d.	
	Nonresidential	~~20~~ 30	2,000			90	0/15	0/15	0	0	4 g.	64 g.	d, e, i. j. k.	
RMU	Single-family detached	30	2,400	m	1,000	100	0/16	0/15	0	0	2½	35	1.5 DU	1
	Accessory structure(s)								0	0	2	25		
	Single-family attached - duplex	30	2,400	m	1,000	100	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family attached patio/townhomes and live-work unit	~~20~~ 30	1,200	m., n.	1,000	100	0/15	0/15	0	0	3	45	1 DU, h	a.
	Accessory structure(s)								0	0	2	25		
	Multifamily or Condominium	~~20~~ 30	2,000	m	600	100	0/15	0/15	0	0	6 b.	m	~~1 DU~~ d.	
	Non-residential	~~20~~ 30	2,000			100	0/15	0/15	0	0	6 b.	m	d., e., i., j., k.	

a. Single-family attached patio/townhomes cannot have more than eight units per building and no less than four units attached.

b. Buildings over 40 feet in height must be approved by the building official and fire chief to ensure that fire safety design standards are met.

c. One parking space for every 200 square feet of enclosed commercial floor area. Beauty salons and similar establishments shall have 1.5 parking spaces per station or chair. Event centers require one parking space per every three seats or maximum occupancy per the Fire Marshal.

d. One parking space for every unit in a hospital, ~~hotel,~~ motel, boardinghouse, or similar establishment. Parking ratios for hotels are .8/hotel room. Events spaces within hotels should meet minimum commercial parking requirements for the zoning district. One off-street loading space for every 15,000 square feet of non-residential building. Multi-family parking requirements are 1 space for studio units, 2 spaces per one, two and three bedroom units, and 3 spaces for four or more bedroom units.

e. One parking space for every three seats in an auditorium, church, theater, event centers, or similar establishment.

f. One parking space for every two employees on the largest shift of any industrial uses or similar establishment.

g. Buildings over four stories or 64 feet in height must be approved by the planning commission and the fire chief to ensure that fire safety standards are met. One off-street loading space for every 15,000 square feet of building.

h. All live-work units shall provide a total of three parking spaces per dwelling unit, one of which may be provided in adjacent on-street parking.

i. Three parking spaces for every 1,000 square feet of enclosed commercial/office floor area.

j. ~~One parking space for every three seats in an auditorium, church, theater, or similar establishment.~~

k. Three parking spaces for every 1,000 square feet of enclosed restaurant floor area; and three parking spaces for every 1,000 square feet of unenclosed restaurant floor area when such floor area exceeds 300 square feet. Beauty salons and similar establishments shall have 1.5 parking spaces per station or chair. Event centers require one parking space per every three seats or maximum occupancy per the Fire Marshal.

l. Single-family attached patio/townhomes cannot have more than 12 units attached and no less than two units attached.

m. Reference subsection 93-11.5-3(18) Residential density limitations.

n. Allowable density determined by total acreage/minimum lot area per unit

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Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

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(CONTINUED ON NEXT PAGE)

FN1470
GPN16

NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, February 20, 2024, 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 93 (Zoning), Sections 93-1-2 (Definitions), 93-2-6 (Distance between buildings), 93-3.2-4 (Procedures regarding delays in use of condition), 93-9-4 (Development standards), 93-10-4 (Development standards), 93-11.1-6 (Area, placement, and buffering requirements), 93-11.1-7 (Development standards), 93-11.2-7 (Area, placement, and buffering requirements), 93-11.2-8 (Supplemental area requirements), 93-11.2-9 (Sidewalk requirements), 93-11.2-10 (Parking and curb cut requirements), 93-11.2-11 (Development standards), 93-11.2-7 (Area, placement, and buffering requirements), 93-11.2-8 (Supplemental area requirements), 93-11.2-9 (Sidewalk requirements), 93-11.2-10 (Parking and curb cut requirements), 93-11.2-11 (Reserved), 93-11.4-4 (Development standards), 93-11.5-6 (Area, placement, and buffering requirements), 93-11.5-7 (Supplemental area requirements), 93-11.5-8 (Sidewalk requirements), 93-11.5-9 (Parking and curb cut requirements), 93-11.5-10 (Greenspace and open space requirements), 93-11.5-11 (Development Standards), 93-22.1-1 (Dimensional requirements), 81-1-7 (Neighborhood conservation area), 81-1-8 (RSD and RMU zoned development) for the purpose of amending the Code of Ordinances.

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 February 19, 2024. 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.

1:17-2024

Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354

February 13, 2024 6:00 PM

MINUTES

1. Called to Order at 6:07 PM.

2. Roll Call
Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis - Absent
Rob Hall - Absent
Miller Radford
Jeanne Rast - Absent
Cliff Thomas

3. Election of Officers
3.I. Election of Vice Chairman
MOTION ITEM: Cliff Thomas made a motion to re-elect Lucy Dolan as Vice Chairman of the Planning Commission. Miller Radford seconded the motion. Motion Carried: 3-0.

3.II. Election of Chairman
MOTION ITEM: Lucy Dolan made a motion to re-elect Brian Wismer as Chairman of the Planning Commission. Cliff Thomas seconded the motion. Motion Carried: 3-0.

3.I. Minutes of November 13, 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: 3-0.

4. Approval of Minutes
4.I. Minutes of November 13, 2023
MOTION ITEM: Cliff Thomas made a motion to approve the minutes of November 13, 2023 as submitted. Lucy Dolan seconded the motion. Motion Carried: 3-0.

5. New Business
5.I. Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning)

Background:
Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Sections 93-1-2 (Definitions), 93-2-6 (Distance between buildings), 93-3.2-4 (Procedures regarding delays in use of condition), 93-9-4 (Development standards), 93-10- 4 (Development standards), 93-11.1-6 (Area, placement, and buffering requirements), 93- 11.1-7 (Development standards), 93-11.2-7 (Area, placement, and buffering requirements), 93-11.2-8 (Supplemental area requirements), 93-11.2-9 (Sidewalk requirements), 93-11.2- 10 (Parking and curb cut requirements), 93-11.2-11 (Development standards), 93-11.2-7 (Area, placement, and buffering requirements), 93-11.2-8 (Supplemental area requirements), 93-11.2-9 (Sidewalk requirements), 93-11.2-10 (Parking and curb cut requirements), 93-11.2-11 (Reserved), 93-11.4-4 (Development standards), 93-11.5-6 (Area, placement, and buffering requirements), 93-11.5-7 (Supplemental area requirements), 93-11.5-8 (Sidewalk requirements), 93-11.5-9 (Parking and curb cut requirements), 93-11.5-10 (Greenspace and open space requirements), 93-11.5-11 (Development Standards), 93-22.1-1 (Dimensional requirements), 81-1-7 (Neighborhood conservation area), 81-1-8 (RSD and RMU zoned development) for the purpose of amending the Code of Ordinances.

The Commission discussed the proposed changes as it relates to density and development. The following action was taken:

MOTION ITEM: Miller Radford made motion and recommended the Mayor and Council accept the proposed text amendments to Chapter 93 (Zoning) with the recommended changes. Cliff Thomas seconded the motion. Motion Carried: 3-0.

The City Planner, Dr. Lynn Patterson, received a request to increase the allowable area for LED signs within commercial districts. After discussion, the Commission did not support proposing a text amendment to increase the allowable area for LED signs.

6. Next Meeting Date – March 12, 2024 at 6:00 PM

7. Adjourn

**MOTION ITEM: Lucy Dolan made a motion to adjourn the meeting at 7:49 p.m.
The motion was seconded by Cliff Thomas. Motion Carried: 3-0.**

Respectfully submitted by,

___________________________	_________________________________
Brian Wismer, Chairman	Adrienne Senter, Secretary

FY2023-2024 Proposed Mid-Year Budget Amendment

Consideration on FY2023-2024 Budget Amendment – Second Reading – Addendum – Exhibit A

BUDGET REQUESTS SUMMARY BY DEPARTMENT
EXPLANATIONS OF INCREASE REQUESTS $10K OR MORE

- 1320 – City Manager - $43K Increase Request – Includes increases in the City's liability insurance and workers comp insurance
- 1510 – Finance Accounting – $25K Increase Request – Includes added expense for SpyGlass (Recovery Service for excess billing like AT&T); Mauldin & Jenkins audit fees increase; added expense for Tyler Technologies Fiscal Year change Fees and OPEB Actuarial Valuation Fees
- 1515 – Customer Financial Services – $125K Increase Request – Includes $25K in Personnel Services – filled two full-time vacant positions and added one part-time position; $50K in Contracted Services for Fincher Denmark; GTS & Public Utility invoices expected QTR 3; $18K for Advertising – Public Hearing Notices exceeded expectations
- 3210 – Police – $675K Increase Request – Includes funding E-911 by way of transferring $571K to 215 E-911 Fund. Finance moved $571K of $688K originally approved budgeted dollars from GL account 100-5-9100-611215 Transfer to E911 to GL account 100-5-3210-580200 Transfer to E911 under Police department for better reporting and clarity. The original approved budget amount of $688K for budget line 100-5-9100-611215 Transfer to E911 was reduced to zero. The net impact of these two GL accounts represents a decrease in budgeted dollars for General Fund Transfer to E911 of ($117K). The $675K increase request also includes additional Repairs & Maintenance needed on existing vehicles due to supply change issue on new vehicles; $40K increase for Communications (Verizon & Comcast); $73K increase for Information Technology - Motorola Solutions, PowerDMS, Flock Safety and additional $12K Maintenance for Motorola Spillman Server.
- 7450 – Code Enforcement – $31K Increase Request – Includes increase in Personnel Services – added a third full-time employee (Sergeant) and eliminated part-time position
- 7550 – Main Street – $50K Increase Request – Includes adding $50K for General Motors Main Street Grant with offsetting Grant Receipts – net zero budget impact

CITY OF HAPEVILLE
FISCAL YEAR 2023-2024 MID-YEAR PROPOSED BUDGET REQUEST SUMMARY

EXHIBIT B

REVENUE/EXPENDITURES SUMMARY:

REVENUE:

GENERAL FUND:

	REVENUE DESCRIPTION	Final Approved Budget 2022-23	Current Approved Budget 2023-24	Current Y-T-D Actual 02/27/2024	Proposed Budget Request 2023-24	Proposed Budget vs Current Budget Over/(Under)	Justification for Major Increase Requests STAFF COMMENTS
	TOTAL TAXES	12,339,800	13,045,750	9,774,862	12,545,720	(500,030)	Projected Revenue Decrease of 507K for Taxes - Real & Personal Property
	TOTAL LICENSES & PERMITS	879,200	1,016,600	469,211	586,350	(430,250)	Projected Revenue Decrease of 431K for Licenses & Permits - Building Permits
	TOTAL INTERGOVERNMENTAL REV	19,000	19,000	10,035	69,000	50,000	New General Motors Main Street Grant
	TOTAL CHARGES FOR SERVICES	535,860	465,620	308,196	473,547	7,927	
	TOTAL FINES AND FORFEITURES	436,500	476,500	278,270	420,000	(56,500)	Projected Revenue Decrease of 57K - Fines & Forfeitures - Court Fines
	TOTAL INVESTMENT INCOME	20	100	5	100	0	
	TOTAL CONTRIBUTIONS	1,000	2,200	2,156	2,200	0	
	TOTAL MISC REVENUE	96,000	123,692	49,146	105,000	(18,692)	
	TOTAL OTHER FINANCING SOURCES - (LESS FUND BAL ALLOC)	6,638,611	3,984,500	2,072,536	3,525,765	(458,735)	Projected Revenue Increase Request of $847K includes $1.3M GF Fund Balance supplement; includes removing $455K related to Kimpton to GL acct 311100 Real Property previously included in GL acct 395295 Transfer from Dev Auth; includes removing Vehicles Financing Proceeds for Public Works ($40K) & Highway & Streets ($34K) previously included in GL acct 393200 Proceeds from Loans due to vehicles not expected to be purchased in this fiscal year, and added $70K GF portion of additional Hotel/Motel revenue projected.
TOTAL REVENUE-GF: (NOT INCLUDING FUND BALANCE ALLOC)		**20,945,991**	**19,133,962**	**12,964,416**	**17,727,682**	**(1,406,280)**	
	PROJECTED FUND BALANCE ALLOCATION - GENERAL FUND	**0**	**0**	**0**	**1,305,717**	**1,305,717**	

REVENUE SUMMARY - ALL FUNDS:

FUND #	FUND DESCRIPTION	Final Approved Budget 2022-23	Current Approved Budget 2023-24	Current Y-T-D Actual 02/27/2024	Proposed Budget Request 2023-24	Proposed Budget vs Current Budget Over/(Under)	STAFF COMMENTS
100	GENERAL FUND - (FUND BALANCE ALLOCATION NOT INCLUDED)	**20,945,991**	**19,133,962**	**12,964,416**	**17,727,682**	**(1,406,280)**	
201	SPECIAL REVENUE FUNDS	14,000	9,500	5,896	9,500	0	
205	TAX ALLOCATION DISTRICT (TAD) FUND	0	0	20,204	20,204	20,204	
210	ASSET FORFEITURE FUND	4,901	5	1	24,000	24,005	
215	E-911 FUND	729,898	862,913	90,371	746,588	(116,325)	
220	ARP GRANT FUND	156,016	70,000	31,984	70,000	0	
275	HOTEL & MOTEL TAX FUND	3,680,574	3,468,000	1,717,062	3,655,374	187,374	
280	VEHICLE EXCISE FUND	208,000	275,000	57,644	275,000	0	
290	TRADE & TOURISM FUND	2,508,358	2,442,500	324,199	962,633	(1,479,867)	
301	CAPITAL PROJECTS FUND	1,281,390	370,655	80,300	376,955	6,300	
350	T-SPLOST FUND	1,435,000	1,576,655	720,225	1,576,655	0	
505	WATER & SEWER FUND	5,958,416	6,934,511	3,972,718	6,934,511	0	
506	STORMWATER UTILITY FUND	280,000	300,000	103,156	360,000	60,000	
540	SOLID WASTE/RECYCLING FUND	574,150	554,299	330,472	554,299	0	
TOTAL REVENUE - ALL FUNDS:		**37,776,694**	**35,998,000**	**20,418,648**	**33,293,401**	**(2,704,589)**	

CITY OF HAPEVILLE
FISCAL YEAR 2023-2024 MID-YEAR PROPOSED BUDGET REQUEST SUMMARY

EXHIBIT B

REVENUE/EXPENDITURES SUMMARY:		Final Approved Budget 2022-23	Current Approved Budget 2023-24	Current Y-T-D Actual 02/27/2024	Proposed Budget Request 2023-24	Proposed Budget vs Current Budget Over/(Under)	Justification for Major Increase Requests STAFF COMMENTS

EXPENDITURES BY DEPARTMENT & FUND

GENERAL FUND - EXPENDITURES - BY DEPARTMENT

DEPT#	DEPT NAME	Final Approved Budget 2022-23	Current Approved Budget 2023-24	Current Y-T-D Actual 02/27/2024	Proposed Budget Request 2023-24	Proposed Budget vs Current Budget Over/(Under)	STAFF COMMENTS
1110	CITY COUNCIL	52,088	58,027	30,192	58,028	1	
1310	MAYOR	20,142	25,443	19,943	27,843	2,400	
1320	**CITY MANAGER**	1,072,503	1,179,710	895,175	1,222,356	**42,646**	Increase Request includes increase in Liability & Worker's COMP Insurance
1330	CITY CLERK	197,897	217,449	130,887	221,621	4,172	
1400	ELECTIONS	200	31,825	31,833	32,125	300	
1510	**FINANCE & ADMINISTRATION**	452,270	447,899	335,790	472,814	**24,915**	Increase Request includes 15K SpyGlass-(Recovery Svcs for Excess billing AT&T), Mauldin & Jenkins Increased Audit Fees, Tyler Technologies Fiscal Year Change Fees and OPEB Actuarial Valuation Fees. Original budget includes staff increase requests.
1515	**CUSTOMER FINANCIAL SERVICES**	0	424,723	346,501	549,853	**125,130**	Increase Request includes (42K) for Personnel Services - filled two full-time vacant positions and added one part-time position; increased 50K Contract Services for Fincher Denmark, GTS & Public Utility invoices expected QTR3; increased 18K for Advertising - Public Hearing Notices exceeded expectations.
1530	LEGAL SERVICES	185,000	220,000	87,425	140,000	(80,000)	
1540	HUMAN RESOURCES	511,115	529,047	276,774	537,974	8,927	
1565	INFORMATION TECHNOLOGY	811,776	502,500	307,167	511,000	8,500	
2650	MUNICIPAL COURT	331,407	370,077	228,793	379,633	9,556	
3210	**POLICE ADMINISTRATION**	3,878,112	4,873,300	3,459,502	5,548,066	**674,766**	Increase Request includes Repairs & Maintenance needed on existing vehicles due to supply change issue on new vehicles. Includes 12K for Corbitt's Collision Ctr, 19K for Dreamland Signworks, 11K for George Boyd & Sons Tire, 16K for Hapeville Radiator and 5K for Hills Tire Store and Auto; 40K increase for Communications (Verizon & Comcast), 73K increase for Information Technology - 24K (Motorola Solutions, 6K (PowerDMS, 7K Flock Safety and additional 12K Maintenance for Motorola Spillman Server. Also, moved transfer of $571K to 215 E-911 Fund from Interfund Transfers to 100-3210 Police department for better reporting and clarity
3510	FIRE ADMINISTRATION	3,909,019	3,806,685	2,626,265	3,797,905	(8,780)	
4100	PUBLIC WORKS ADMINISTRATION	2,586,659	2,506,798	1,275,088	2,244,043	(262,755)	
4210	HIGHWAY AND STREETS	1,324,682	1,380,402	853,779	1,352,249	(28,153)	
6120	PARTICIPANT RECREATION	864,147	905,883	561,986	915,876	9,993	
6220	PARK AREAS & GROUNDS	0	0	0	0	0	
7400	PLANNING & ZONING	95,800	133,760	47,129	133,560	(200)	
7450	**CODE ENFORCEMENT**	217,632	215,430	124,071	246,675	**31,245**	Increase Request includes increase in Personnel Services - Added 3rd Full-time employee (Sergeant) - eliminated Part-time position.
7520	ECONOMIC DEVELOPMENT	429,815	543,328	331,209	533,451	(9,877)	
7550	MAIN STREET	50,700	58,330	23,178	108,330	50,000	New General Motors Main Street Grant Expenses with Offsetting Grant Revenues - net zero budget impact
9100	OTHER FINANCING USES/TRANSFERS	1,590,350	687,815	0	0	(687,815)	Moved Original Approved Budget of $688K - (Transfer to E911) to 3210 Police Department - Updated Transfer Amount is $571 under 3210 Police. This represents an overall decrease of $117K of GF expenditures to 215 E-911 Fund
TOTAL: GENERAL FUND EXPENDITURES		**18,581,314**	**19,118,431**	**11,992,690**	**19,033,399**	**(85,032)**	

CITY OF HAPEVILLE
FISCAL YEAR 2023-2024 MID-YEAR PROPOSED BUDGET REQUEST SUMMARY

EXHIBIT B

REVENUE/EXPENDITURES SUMMARY:

FUND #	DESCRIPTION	Final Approved Budget 2022-23	Current Approved Budget 2023-24	Current Y-T-D Actual 02/27/2024	Proposed Budget Request 2023-24	Proposed Budget vs Current Budget Over/(Under)	Justification for Major Increase Requests STAFF COMMENTS
100	GENERAL FUND	**18,581,314**	**19,118,431**	**11,992,690**	**19,033,399**	**(85,032)**	
201	SPECIAL REVENUE FUNDS	14,000	9,500	6,508	9,500	0	
205	TAX ALLOCATION DISTRICT (TAD) FUND	0	0	0	20,204	20,204	
210	ASSET FORFEITURE FUND	4,901	5	23,696	24,000	24,005	Police Drone Equipment Purchase
215	E-911 FUND	729,898	862,913	461,296	746,588	(116,325)	
220	ARP GRANT FUND	156,016	70,000	37,677	70,000	0	
275	HOTEL & MOTEL TAX FUND	3,680,574	3,468,000	1,717,062	3,655,374	187,374	
280	VEHICLE EXCISE FUND	208,000	275,000	0	275,000	0	
290	TRADE & TOURISM FUND	2,382,958	2,442,500	410,134	962,633	(1,479,867)	
301	CAPITAL PROJECTS FUND	1,281,390	370,655	160,259	376,955	6,300	
350	T-SPLOST FUND	1,435,000	1,576,655	116,824	1,576,655	0	
505	WATER & SEWER FUND	5,800,634	6,801,913	3,623,894	6,922,759	120,846	
506	STORMWATER UTILITY FUND	264,374	306,442	197,205	322,769	16,327	
540	SOLID WASTE/RECYCLING FUND	588,635	602,274	428,366	767,116	164,842	
TOTAL EXPENDITURES - ALL FUNDS		**35,127,694**	**35,904,288**	**19,175,611**	**34,762,951**	**(1,141,327)**	
TOTAL REVENUE OVER/(UNDER) TOTAL EXPENDITURES-ALL FUNDS		**2,649,000**	**93,712**	**1,243,037**	**(1,469,550)**	**(1,563,262)**	

*	**Explanation - Excess Expenditures Over Revenue**						
*	100 GENERAL FUND - No Fund Balance Allocation Included	2,364,677	15,531	971,726	(1,305,717)	(1,321,248)	
	201 SPECIAL REVENUE FUNDS	0	0	(612)	0	0	
	205 TAX ALLOCATION DISTRICT (TAD) FUND	0	0	0	0	0	
	210 ASSET FORFEITURE FUND	0	0	(23,695)	0	0	
	215 E-911 FUND	0	0	(370,925)	(0)	(0)	
	220 ARP GRANT FUND	0	0	(5,693)	0	0	
	275 HOTEL & MOTEL TAX FUND	0	0	(0)	0	0	
	280 VEHICLE EXCISE FUND	0	0	57,644	0	0	
	290 TRADE & TOURISM FUND	125,400	0	(85,935)	(0)	(0)	
	301 CAPITAL PROJECTS FUND	0	0	(79,959)	0	0	
	350 T-SPLOST FUND	0	0	603,401	0	0	
	505 WATER & SEWER FUND	157,782	132,598	348,824	11,752	(120,846)	
	506 STORMWATER FUND	15,626	(6,442)	(94,049)	37,231	43,673	
*	540 SOLID WASTE/RECYCLING FUND	(14,485)	(47,975)	(97,894)	(212,817)	(164,842)	
	TOTAL	**2,649,000**	**93,712**	**1,222,832**	**(1,469,550)**	**(1,563,262)**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
100 GENERAL FUND - REVENUE SUM						
DESCRIPTION						
TAXES	12,339,800	13,045,750	9,774,862	(500,030)	12,545,720	Projected Revenue Decrease of 507K for Taxes - Real & Personal Property
LICENSES AND PERMITS	879,200	1,016,600	469,211	(430,250)	586,350	Projected Revenue Decrease of 431K for Licenses & Permits - Building Permits
INTERGOVERNMENTAL REV	19,000	19,000	10,035	50,000	69,000	New General Motors Main Street Grant
CHARGES FOR SERVICES	535,860	465,620	308,196	7,927	473,547	
FINES AND FORFEITURES	436,500	476,500	278,270	(56,500)	420,000	Projected Revenue Decrease of 57K - Fines & Forfeitures - Court Fines
INVESTMENT INCOME	20	100	5	0	100	
CONTRIBUTIONS	1,000	2,200	2,156	0	2,200	
MISC REVENUE	96,000	123,692	49,146	(18,692)	105,000	
OTHER FINANCING SOURCES	6,638,611	3,984,500	2,072,536	846,982	4,831,482	Projected Revenue Increase Request of $847K includes $1.3M GF Fund Balance supplement; includes removing $455K related to Kimpton to GL acct 311100 Real Property previously included in GL acct 395295 Transfer from Dev Auth; includes removing Vehicles Financing Proceeds for Public Works ($40K) & Highway & Streets ($34K) previously included in GL acct 393200 Proceeds from Loans due to vehicles not expected to be purchased in this fiscal year, and added $70K GF portion of additional Hotel/Motel revenue projected.
TOTAL REVENUES	**20,945,991**	**19,133,962**	**12,964,416**	**(100,563)**	**19,033,399**	
100 GENERAL FUND - EXPENDITURE SUMMARY						
DEPARTMENTS						
1110 - CITY COUNCIL	52,088	58,027	30,192	1	58,028	
1310 - MAYOR	20,142	25,443	19,943	2,400	27,843	
1320 - CITY MANAGER	1,072,503	1,179,710	895,175	**42,646**	1,222,356	Increase Request includes increase in Liability & Worker's COMP Insurance
1330 - CITY CLERK	197,897	217,449	130,887	4,172	221,621	
1400 - ELECTIONS	200	31,825	31,833	300	32,125	
1510 - FINANCE & ADMINISTRATION	452,270	447,899	335,790	**24,915**	472,814	Increase Request includes 15K SpyGlass-(Recovery Svcs for Excess billing AT&T), Mauldin & Jenkins Increased Audit Fees, Tyler Technologies Fiscal Year Change Fees and OPEB Actuarial Valuation Fees. Original budget includes staff increase requests.
1515 - CUSTOMER FINANCIAL SERVICES	0	424,723	346,501	**125,130**	549,853	Increase Request includes (42K) for Personnel Services - filled two full-time vacant positions and added one part-time position; increased 50K Contract Services for Fincher Denmark, GTS & Public Utility invoices expected QTR3; increased 18K for Advertising - Public Hearing Notices exceeded expectations.
1530 - LEGAL SERVICES	185,000	220,000	87,425	(80,000)	140,000	
1540 - HUMAN RESOURCES	511,115	529,047	276,774	8,927	537,974	
1565 - INFORMATION TECHNOLOGY	811,776	502,500	307,167	8,500	511,000	
2650 - MUNICIPAL COURT	331,407	370,077	228,793	9,556	379,633	
3210 - POLICE ADMINISTRATION	3,878,112	4,873,300	3,459,502	**674,766**	5,548,066	Increase Request includes Repairs & Maintenance needed on existing vehicles due to supply change issue on new vehicles. Includes 12K for Corbitt's Collision Ctr, 19K for Dreamland Signworks, 11K for George Boyd & Sons Tire, 16K for Hapeville Radiator and 5K for Hills Tire Store and Auto; 40K increase for Communications (Verizon & Comcast), 73K increase for Information Technology - 24K (Motorola Solutions, 6K (PowerDMS, 7K Flock Safety and additional 12K Maintenance for Motorola Spillman Server. Also, moved transfer of $571K to 215 E-911 Fund from Interfund Transfers to 100-3210 Police department for better reporting and clarity
3510 - FIRE ADMINISTRATION	3,909,019	3,806,685	2,626,265	(8,780)	3,797,905	
4100 - PUBLIC WORKS ADMINISTRATION	2,586,659	2,506,798	1,275,088	(262,755)	2,244,043	
4210 - HIGHWAY AND STREETS	1,324,682	1,380,402	853,779	(28,153)	1,352,249	
6120 - PARTICIPANT RECREATION	864,147	905,883	561,986	9,993	915,876	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
6220 - PARK AREAS & GROUNDS	0	0	0	0	0	
7400 - PLANNING & ZONING	95,800	133,760	47,129	(200)	133,560	
7450 - CODE ENFORCEMENT	217,632	215,430	124,071	**31,245**	246,675	Increase Request includes increase in Personnel Services - Added 3rd Full-time employee (Sergeant) - eliminated Part-time position.
7520 - ECONOMIC DEVELOPMENT	429,815	543,328	331,209	(9,877)	533,451	
7550 - MAIN STREET	50,700	58,330	23,178	**50,000**	108,330	New General Motors Main Street Grant Expenses with Offsetting Grant Revenues - net zero budget impact
9100 - OTHER FINANCING USES/TRANSFERS	1,590,350	**687,815**	0	(687,815)	0	Moved Original Approved Budget of $688K - (Transfer to E911) to 3210 Police Department - Updated Transfer Amount is $571 under 3210 Police. This represents an overall decrease of $117K of GF expenditures to 215 E-911 Fund
TOTAL EXPENDITURES:	**18,581,314**	**19,118,431**	**11,992,690**	**(85,032)**	**19,033,399**	
REVENUE OVER/(UNDER) EXPENDITURES	**2,364,677**	**15,531**	**971,726**	**(15,531)**	**(0)**	

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
100 GENERAL FUND - REVENUE DETAIL						
REVENUES						
TAXES						
100-0-0000-311100 Real Property-Current	5,775,000	6,550,000	5,994,769	(450,000)	6,100,000	
100-0-0000-311110 Special Tax Distr-Real	94,500	100,000	87,476	(12,455)	87,545	
100-0-0000-311150 Public Utilities - CY	672,500	725,000	13	(25,000)	700,000	
100-0-0000-311160 Public Utilities - Pri	8,500.00	10,000	0	0	10,000	
100-0-0000-311200 Real Property -Prior Y	88,000	50,000	51,673	2,000	52,000	
100-0-0000-311300 Personal Property-Curr	802,000	875,000	771,260	(103,262)	771,738	
100-0-0000-311310 Motor Vehicle	200,000	200,000	123,437	(50,463)	149,537	
100-0-0000-311400 Personal Property-Prio	17,000	20,000	5,044	0	20,000	
100-0-0000-311600 Real Estate Intangible	72,300	70,000	25,028	0	70,000	
100-0-0000-311710 Franchise Tax-Georgia	602,000	625,000	654,404	30,000	655,000	
100-0-0000-311730 Franchise Tax-Atlanta	52,000	67,000	35,695	0	67,000	
100-0-0000-311750 Franchise Tax-Televisi	40,000	45,000	35,035	0	45,000	
100-0-0000-311760 Franchise Tax-Bell Sou	31,000	30,000	19,453	0	30,000	
100-0-0000-311790 Franchise Tax-Other	21,000	25,000	14,096	0	25,000	
100-0-0000-313100 Local Option Sales & U	2,465,000	2,300,000	1,054,288	100,000	2,400,000	
100-0-0000-313910 Real Estate Transfer T	30,000	35,000	10,795	0	35,000	
100-0-0000-313920 Railroad Tax	0	3,500	3,134	0	3,500	
100-0-0000-314200 Alcoholic Beverage Exc	202,000	210,000	120,573	0	210,000	
100-0-0000-314300 Local Option Mixed Dri	91,000	75,000	66,046	0	75,000	
100-0-0000-316100 Occupational Tax Fee	422,000	390,000	70,211	0	390,000	
100-0-0000-316200 Insurance Premium Taxe	568,000	585,000	590,381	5,400	590,400	
100-0-0000-319100 Property Tax Penalties	60,000	40,000	27,356	0	40,000	
100-0-0000-319500 Fi Fe	4,000	2,250	2,789	1,750	4,000	
100-0-0000-319600 GTS Fees	22,000	13,000	11,905	2,000	15,000	
100-0-0000-319900 Other Taxes	0.00	0	0	0	0	
TOTAL TAXES	**12,339,800**	**13,045,750**	**9,774,862**	**(500,030)**	**12,545,720**	
LICENSES AND PERMITS						
100-0-0000-321100 Alcoholic Beverage Lic	164,500	165,000	181,938	35,000	200,000	
100-0-0000-321140 Alcohol Server ID Card	15,000	12,600	13,800	1,250	13,850	
100-0-0000-322400 Film Permit Fees	1,700.00	14,000	0	(7,000)	7,000	
100-0-0000-322900 Building Permits	693,000	800,000	266,223	(450,000)	350,000	
100-0-0000-323301 ST Rental-(STR)-App Fee	5,000	20,000	2,750	(10,000)	10,000	
100-0-0000-323302 ST Rental-(STR)-Penalty	0	0	0	0	0	
100-0-0000-323303 ST Rental-(STR)-Renewal	0	5,000	4,500	500	5,500	
TOTAL LICENSES AND PERMITS	**879,200**	**1,016,600**	**469,211**	**(430,250)**	**586,350**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
INTERGOVERNMENTAL REV						
100-0-0000-331105 Fire Grant/Safety Equi	3,000	3,000	2,236	0	3,000	
100-0-0000-335100 Arts Council Grant	16,000.00	16,000	7,799	0	16,000	
100-0-0000-335400 GM Grant Rev-Main Stre	0	0	0	50,000	50,000	New General Motors on Main Street Grant Projected Revenue
TOTAL INTERGOVERNMENTAL REV	**19,000**	**19,000**	**10,035**	**50,000**	**69,000**	
CHARGES FOR SERVICES						
100-0-0000-341100 Court Costs	0	10	0	0	10	
100-0-0000-341110 Technology Fee - Court	48,000	53,000	26,357	0	53,000	
100-0-0000-341120 Probation Fees/Fines	86,000	75,000	88,570	14,000	89,000	
100-0-0000-341130 Restitution	10.00	10	0	0	10	
100-0-0000-341190 Other Charges for Serv	200	0	150	200	200	
100-0-0000-341191 Return Check Fees	0	0	103	150	150	
100-0-0000-341300 Planning & Dev Fees &	16,000	20,000	6,280	0	20,000	
100-0-0000-341330 Tree Removal Fees	71,000.00	48,800	400	0	48,800	
100-0-0000-341910 Election Qualifying Fe	0.00	0	972	1,000	1,000	
100-0-0000-341920 Convenience Fees	16,000	15,000	10,928	0	15,000	
100-0-0000-341930 Wrecker Fees	9,400	8,700	7,950	0	8,700	
100-0-0000-342120 Accident Reports	2,200	2,000	1,440	0	2,000	
100-0-0000-342125 VIN Check Fees	2,100	2,000	1,650	0	2,000	
100-0-0000-342310 Fingerprinting Fee	0	1,000	0	0	1,000	
100-0-0000-342330 Prisoner Housing Fee	0.00	700	0	0	700	
100-0-0000-342600 Ambulance Fees	222,000	180,000	122,822	(18,423)	161,577	
100-0-0000-342670 Fire Dept Fees	250	250	15	0	250	
100-0-0000-342675 Plan Review	0.00	300	205	0	300	
100-0-0000-342680 Fire Dept Permits	100	100	5	0	100	
100-0-0000-342900 Criminal History	5,000	5,000	2,960	0	5,000	
100-0-0000-347200 Rec Activity Fee	0	250	0	0	250	
100-0-0000-347400 Coach's Equipment Reim	0	0	6,000	6,000	6,000	See Rolando - Need to see details for reimbursement??????
100-0-0000-347500 Rec Rental & Miscellan	5,000	3,500	5,030	1,600	5,100	
100-0-0000-347501 Rec Concessions	6,000.00	6,000	0	0	6,000	
100-0-0000-347502 Rec Cheerleading/Dance	9,600	9,200	4,023	0	9,200	
100-0-0000-347503 Rec Football	1,800	11,500	4,843	0	11,500	
100-0-0000-347504 Rec Basketball	3,600	6,000	2,120	0	6,000	
100-0-0000-347505 Rec Tournaments	800	800	0	0	800	
100-0-0000-347506 Rec Baseball/Girl's So	5,200	4,600	90	0	4,600	
100-0-0000-347508 Rec Children's Program	25,600	11,900	15,285	3,400	15,300	
TOTAL CHARGES FOR SERVICES	**535,860**	**465,620**	**308,196**	**7,927**	**473,547**	
FINES AND FORFEITURES						
100-0-0000-351100 Court Fines	435,000	475,000	263,148	(75,000)	400,000	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
100-0-0000-351150 Code Enforcement Liens	1,500	1,500	15,122	18,500	20,000	
TOTAL FINES AND FORFEITURES	**436,500**	**476,500**	**278,270**	**(56,500)**	**420,000**	
INVESTMENT INCOME						
100-0-0000-361100 Interest Revenues	20	100	5	0	100	
TOTAL INVESTMENT INCOME	**20**	**100**	**5**	**0**	**100**	
CONTRIBUTIONS						
100-0-0000-371400 Contributions & Donati	0	0	0	0	0	
100-0-0000-373210 Contributions/Donation	0.00	0	0	0	0	
100-0-0000-375000 Festival Contributions	1,000	2,200	2,156	0	2,200	
TOTAL CONTRIBUTIONS	**1,000**	**2,200**	**2,156**	**0**	**2,200**	
MISC REVENUE						
100-0-0000-381001 Facilities Rental Fees	46,000	46,000	0	(21,000)	25,000	
100-0-0000-381110 Misc Revenue	10,000	25,000	24,653	5,000	30,000	
100-0-0000-381150 Insurance Reimbursemen	35,000	32,692	21,967	(7,692)	25,000	
100-0-0000-381200 Other Reimbursements	5,000	20,000	2,526	5,000	25,000	
TOTAL MISC REVENUE	**96,000**	**123,692**	**49,146**	**(18,692)**	**105,000**	
OTHER FINANCING SOURCES						
100-0-0000-392200 Proceeds from Property	2,180,250	0	0	0	0	
100-0-0000-393200 Proceeds from Loans	394,146	1,574,000	967,433	(74,000)	1,500,000	Financing 21 Police Vehicles (1.4M)-2 Fire Veh (100K)-1 PW Veh Removed (40K)-1 HS Veh Removed (34K)
100-0-0000-395250 PY Fund Balance Alloc	0	0	0	1,305,717	1,305,717	
100-0-0000-395295 Transfer from Dev Auth	2,684,000.00	1,110,000	461,205	(455,000)	655,000	Includes 55K (same as Current Budget)-455K related to Kimpton moved to GL acct 311100 Real Property+(600K DA Bond Project Transfer Per CM)
100-0-0000-395300 Transfer from Hotel/M	1,380,215	1,300,500	643,898	70,265	1,370,765	GF - 37.50% of Total Hotel/Motel Revenue
TOTAL OTHER FINANCING SOURCES	**6,638,611**	**3,984,500**	**2,072,536**	**846,982**	**4,831,482**	
TOTAL REVENUE	**20,945,991**	**19,133,962**	**12,964,416**	**(100,563)**	**19,033,399**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
100-GENERAL FUND						
DEPARTMENTAL EXPENDITURES						
DEPARTMENT - COUNCIL						
PERSONNEL SERVICES						
100-5-1110-511200 Part-time Employees	31,200	31,200	20,400	0	31,200	
100-5-1110-512200 Social Security FICA C	1,935	1,934	1,265	0	1,934	
100-5-1110-512300 Medicare	453	452	296	0	452	
TOTAL PERSONNEL SERVICES	**33,588**	**33,587**	**21,961**	**1**	**33,588**	
CONTRACTED SERVICES						
100-5-1110-521206 Sponsorships		0	0	0	0	
100-5-1110-522050 Meeting expenses	5,500	8,000	7,190	0	8,000	
100-5-1110-523500 Travel	4,000	7,940	467	0	7,940	
100-5-1110-523700 Education & Training	5,000	5,000	305	0	5,000	
TOTAL CONTRACTED SERVICES	**14,500**	**20,940**	**7,962**	**0**	**20,940**	
SUPPLIES & MINOR EQPT						
100-5-1110-531100 Supplies	4,000	3,500	269	0	3,500	
TOTAL SUPPLIES & MINOR EQPT	**4,000**	**3,500**	**269**	**0**	**3,500**	
TOTAL COUNCIL	**52,088**	**58,027**	**30,192**	**1**	**58,028**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - MAYOR						
PERSONNEL SERVICES						
100-5-1310-511200 Part-time Employees	8,400	8,400	5,492	0	8,400	
100-5-1310-512200 Social Security FICA C	521	521	341	(0)	521	
100-5-1310-512300 Medicare	122	122	80	(0)	122	
TOTAL PERSONNEL SERVICES	**9,042**	**9,043**	**5,913**	**(0)**	**9,043**	
CONTRACTED SERVICES						
100-5-1310-523500 Travel	500	3,800	1,430	0	3,800	
100-5-1310-523700 Education & Training	600	2,000	305	0	2,000	
TOTAL CONTRACTED SERVICES	**1,100**	**5,800**	**1,735**	**0**	**5,800**	
SUPPLIES & MINOR EQPT						
100-5-1310-531100 Supplies	3,000	3,600	5,933	2,400	6,000	
100-5-1310-531700 Supplies - Other	7,000.00	7,000	6,362	0	7,000	
TOTAL SUPPLIES & MINOR EQPT	**10,000**	**10,600**	**12,295**	**2,400**	**13,000**	
TOTAL MAYOR	**20,142**	**25,443**	**19,943**	**2,400**	**27,843**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - CITY MANAGER						
PERSONNEL SERVICES						
100-5-1320-511100 Regular Employees	100,000	100,000	65,385	0	100,000	
100-5-1320-511335 Incentive Wages-(1TP)	2,000.00	2,000	2,000	0	2,000	
100-5-1320-512100 Group Insurance	16,200	9,685	9,272	(69)	9,616	
100-5-1320-512200 Social Security - FICA	6,324	6,324	4,071	0	6,324	
100-5-1320-512300 Medicare	1,479	1,479	952	0	1,479	
100-5-1320-512500 Money Purchase Pension	12,750	12,750	8,904	0	12,750	
100-5-1320-512700 Worker's Compensation	0	491	0	(4)	487	
100-5-1320-512740 Auto Allowance	4,800	4,800	3,200	0	4,800	
TOTAL PERSONNEL SERVICES	**143,554**	**137,528**	**93,785**	**(72)**	**137,456**	
CONTRACTED SERVICES						
100-5-1320-521200 Professional	10,000.00	7,500	9,333	2,500	10,000	PREDATOR CONTROL SERVICES (3.3K)+MODERN MOBILITY PARTNERS (6K)
100-5-1320-523110 Insurance - Liability	242,500	328,000	284,788	13,000	341,000	Addt'l $56k approx for May-Jun/24
100-5-1320-523115 Insurance - Worker's C	241,000	205,482	193,198	23,518	229,000	Addt'l $35k approx for May-Jun/24
100-5-1320-523200 Communications	1,750	1,600	1,061	0	1,600	
100-5-1320-523210 Information Technology	0.00	5,000	0	0	5,000	
100-5-1320-523300 Advertising	500	500	0	0	500	
100-5-1320-523500 Travel	3,500	3,000	1,055	0	3,000	
100-5-1320-523600 Dues & Fees	2,000	1,700	4,587	3,300	5,000	INCLUDES GEORGIA MUNICIPAL ASSOCIATION DUES - 3.2k
100-5-1320-523700 Education & Training	10,000	8,300	6,799	0	8,300	
TOTAL CONTRACTED SERVICES	**511,250**	**561,082**	**500,820**	**42,318**	**603,400**	
SUPPLIES & MINOR EQPT						
100-5-1320-531100 Supplies	1,500	1,500	190	0	1,500	
100-5-1320-531300 Operating Lease	2,200	2,300	1,730	400	2,700	Monthly Run Rate is 220.57 - 400 Increase. CIT Technology
TOTAL SUPPLIES & MINOR EQPT	**3,700**	**3,800**	**1,920**	**400**	**4,200**	
DEBT SERVICE						
100-5-1320-580008 Trf to Dev Auth-2019B	350,000	360,000	240,000	0	360,000	
100-5-1320-580009 Trf to Dev Auth-2019A	0.00	0	0	0	0	
100-5-1320-582022 Trf to DA-2022 Bond	64,000.00	0	58,650	117,300	117,300	Moved 2022 Bond Payments to 295 Development Authority Per CM.
100-5-1320-583400 Interest Exp-2022 Bond	0.00	117,300	0	(117,300)	0	Moved 2022 Bond Payments to 295 Development Authority Per CM.
TOTAL DEBT SERVICE	**414,000**	**477,300**	**298,650**	**0**	**477,300**	
TOTAL CITY MANAGER	**1,072,503**	**1,179,710**	**895,175**	**42,646**	**1,222,356**	**Increase Request includes increase in Liability & Worker's COMP Insurance**

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - CITY CLERK						
PERSONNEL SERVICES						
100-5-1330-511100 Regular Employees	110,000	113,867	73,096	(0)	113,867	
100-5-1330-511300 Overtime	100.00	100	159	200	300	
100-5-1330-511335 Incentive Wages-(1TP)	2,172.00	2,277	2,237	(40)	2,237	
100-5-1330-512100 Group Insurance	16,000	19,369	11,530	(136)	19,233	
100-5-1330-512200 Social Security FICA C	6,961	7,207	4,574	10	7,217	
100-5-1330-512300 Medicare	1,628	1,686	1,070	2	1,688	
100-5-1330-512400 Retirement Contributio	18,586	19,410	17,339	(2,010)	17,400	
100-5-1330-512700 Worker's Compensation	0	559	0	(4)	555	
TOTAL PERSONNEL SERVICES	**155,447**	**164,474**	**110,006**	**(1,978)**	**162,496**	
CONTRACTED SERVICES						
100-5-1330-521200 Professional	3,000	2,000	252	0	2,000	
100-5-1330-523200 Communications	850	850	769	350	1,200	Monthly Run Rate is 93.08 - 350 Increase. Verizon, Pitney Bowes
100-5-1330-523210 Information Technology	7,750.00	10,750	9,938	4,000	14,750	
100-5-1330-523300 Advertising	1,000	1,000	65	0	1,000	
100-5-1330-523400 Printing & Binding	1,000	3,000	0	(1,500)	1,500	
100-5-1330-523500 Travel	5,000	3,000	185	0	3,000	
100-5-1330-523600 Dues & Fees	3,000	3,000	2,530	800	3,800	
100-5-1330-523700 Education & Training	1,000	2,000	305	0	2,000	
TOTAL CONTRACTED SERVICES	**22,600**	**25,600**	**14,045**	**3,650**	**29,250**	
SUPPLIES & MINOR EQPT						
100-5-1330-531100 Supplies	3,000	3,525	1,683	0	3,525	
100-5-1330-531300 Operating Lease	2,500	2,000	1,838	900	2,900	Monthly Run Rate is 236.57 - 900 Increase. CIT Technology, Fontis Water
100-5-1330-531600 Small Equipment<5000	350.00	350	1,880	1,600	1,950	
TOTAL SUPPLIES & MINOR EQPT	**5,850**	**5,875**	**5,402**	**2,500**	**8,375**	
CAPITAL OUTLAYS > $5000						
100-5-1330-542300 Furniture & Fixtures	3,000.00	1,500	0	0	1,500	
100-5-1330-542410 Technology	11,000	20,000	1,435	0	20,000	
TOTAL CAPITAL OUTLAYS > $5000	**14,000**	**21,500**	**1,435**	**0**	**21,500**	
TOTAL CITY CLERK	**197,897**	**217,449**	**130,887**	**4,172**	**221,621**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - ELECTIONS						
100-5-1400-523300 Advertising	200	0	270	300	300	ADVERTISEMENT FOR ELECTIONS. QUALIFYING ADV. FEES - NEIGHBOR NEWSPAPER
100-5-1400-523850 Contract Labor	0	31,825	31,563	0	31,825	
TOTAL CONTRACTED SERVICES	**200**	**31,825**	**31,833**	**300**	**32,125**	
TOTAL ELECTIONS	**200**	**31,825**	**31,833**	**300**	**32,125**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - FINANCIAL ADMINISTRATION						
PERSONNEL SERVICES						
100-5-1510-511100 Regular Employees	201,000	217,825	135,110	0	217,825	Original Budget includes staff increase requests.
100-5-1510-511300 Overtime	6,000	2,500	2,176	0	2,500	
100-5-1510-511335 Incentive Wages-(1TP)	4,005	4,357	4,125	(232)	4,125	
100-5-1510-512100 Group Insurance	22,600	29,054	18,016	(205)	28,849	
100-5-1510-512200 Social Security FICA C	13,083	13,930	8,394	(14)	13,916	
100-5-1510-512300 Medicare	3,059	3,258	1,963	(3)	3,255	
100-5-1510-512400 Retirement Contributio	34,914	37,500	33,418	(3,964)	33,536	
100-5-1510-512600 Unemployment Insurance	0.00	0	0	0	0	
100-5-1510-512700 Worker's Compensation	0	1,069	0	(7)	1,062	
TOTAL PERSONNEL SERVICES	**284,662**	**309,492**	**203,202**	**(4,426)**	**305,066**	
CONTRACTED SERVICES						
100-5-1510-521100 Contract Services	0	0	14,741	15,000	15,000	The Spyglass Group
100-5-1510-521200 Professional Services	85,162	55,759	84,814	35,241	91,000	YTD Actual Includes Mauldin & Jenkins (57K), Steve Garber (14K), Tyler Tech (5K - Another 5K FY Change Not Yet Billed), OPEB Actuarial Valuation-(Not Yet Billed-Apprx 8K),
100-5-1510-521203 W/C - Professional Sv	0	0	0	0	0	
100-5-1510-521205 Bank Charges	0	0	(429)	0	0	
100-5-1510-522200 Repairs & Maintenance	0	200	0	0	200	
100-5-1510-523115 Insurance - Worker's C	1,205.00	1,205	1,069	0	1,205	
100-5-1510-523200 Communications	12,400	12,400	1,758	(8,200)	4,200	Monthly Run Rate Verizon is 40.35 & Pitney Bowes 303.07 = Both 343.42 - 8,200 Decrease
100-5-1510-523210 Information Technology	640.00	0	0	0	0	
100-5-1510-523300 Advertising	200	1,000	0	0	1,000	
100-5-1510-523500 Travel	0	0	0	0	0	
100-5-1510-523600 Dues & Fees	43,000	40,000	17,353	(13,000)	27,000	Monthly Run Rate ADOBE 20, Analysis Charge 1,695.31, COM CC SVC FEES 435.60, GFOA (1 Time Pay) 640 = Total 2,789.44 - 13K Decrease
100-5-1510-523700 Education & Training	2,000	3,000	0	0	3,000	
100-5-1510-523900 Other	0	0	1,572	1,600	1,600	Social Security Overpayment - Ashley Donehoo - Moved from GL account 100-0-0000-113500 A/R Employees - PR Advance.
TOTAL CONTRACTED SERVICES	**144,607**	**113,564**	**120,879**	**30,641**	**144,205**	
SUPPLIES & MINOR EQPT						
100-5-1510-531100 Supplies	8,001	8,843	4,081	0	8,843	
100-5-1510-531220 Natural Gas	1,500	1,000	1,008	600	1,600	Monthly Run Rate is 128.80 - 600 Increase - Fireside Natural Gas
100-5-1510-531230 Electricity	6,200	7,000	4,096	200	7,200	Monthly Run Rate is 596.76 - 200 Increase. Georgia Power
100-5-1510-531300 Operating Lease	3,000	5,000	1,730	(2,300)	2,700	Monthly Run Rate is 220.56 - 2,300 Decrease. CIT Technology
100-5-1510-531400 Books & Periodicals	700	1,000	595	0	1,000	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
100-5-1510-531600 Small Equipment<5000	1,500	2,000	0	0	2,000	
100-5-1510-531700 Other Supplies	0	0	198	200	200	FedEx Overnight Delivery
TOTAL SUPPLIES & MINOR EQPT	**20,901**	**24,843**	**11,708**	**(1,300)**	**23,543**	
CAPITAL OUTLAYS > $5000						
100-5-1510-542400 Computers	2,100.00	0	0	0	0	
100-5-1510-542525 Equipment lease	0	0	0	0	0	
TOTAL CAPITAL OUTLAYS > $5000	**2,100**	**0**	**0**	**0**	**0**	
TOTAL FINANCIAL ADMINISTRATION	**452,270**	**447,899**	**335,790**	**24,915**	**472,814**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - CUSTOMER FINANCIAL SVCS						
PERSONNEL SERVICES						
100-5-1515-511100 Regular Employees	145,000.00	167,284	106,573	10,196	177,480	Filled 2 Vacant positions. Current employee's salary higher than previous employees.
100-5-1515-511200 Part-time Employees	0.00	0	14,139	29,029	29,029	Added 1 Part-time employee.
100-5-1515-511300 Overtime	1,500.00	2,500	668	(1,000)	1,500	
100-5-1515-511335 Incentive Wages-(1TP)	3,222.00	3,346	4,076	730	4,076	
100-5-1515-512100 Group Insurance	23,300.00	29,054	14,603	(205)	28,849	
100-5-1515-512200 Social Security FICA C	9,283.00	10,734	7,487	2,415	13,149	
100-5-1515-512300 Medicare	2,171.00	2,510	1,751	565	3,075	
100-5-1515-512400 Retirement Contributio	24,779.00	28,900	27,258	(1,546)	27,354	
100-5-1515-512600 Unemployment Insurance	0	0	1,825	1,825	1,825	GEORGIA DEPT OF LABOR - QTR ENDING JUNE30,2023
100-5-1515-512700 Worker's Compensation	0.00	821	0	44	865	
TOTAL PERSONNEL SERVICES	**209,255.00**	**245,148**	**178,380**	**42,055**	**287,203**	
CONTRACTED SERVICES						
100-5-1515-521100 Contract Services	168,522.00	38,000	33,344	50,000	88,000	Fincher Denmark (Marshall Mitchell UT Invoices), GTS, Public Utility Invoices expected QTR3.
100-5-1515-521200 Professional Services	10,000.00	18,000	14,341	0	18,000	(Granicus, Tyler Technologies & ZENITH Professional Svcs - Property Title Search)
100-5-1515-522200 Repairs & Maintenance	100.00	100	0	0	100	
100-5-1515-523200 Communications	2,100.00	2,000	2,748	4,000	6,000	
100-5-1515-523300 Advertising	2,800.00	2,800	20,949	18,200	21,000	Increase - $18K- Sept 2023 Public Hearing Notices exceeded expectations
100-5-1515-523400 Printing & Binding	4,000.00	4,000	4,929	1,000	5,000	Increase- $1K- Expect Martino & White order for SW Billing and annual BL mailing envelopes
100-5-1515-523500 Travel	100.00	172	156	128	300	Increase- $128.00- Tyler User group training in April. GTS Training in March.
100-5-1515-523600 Dues & Fees	97,000.00	90,000	71,424	0	90,000	
100-5-1515-523700 Education & Training	1,000.00	3,000	238	0	3,000	
100-5-1515-523750 Misc Expense	0.00	2,500	0	0	2,500	
100-5-1515-523900 Other	170.00	103	298	197	300	
TOTAL CONTRACTED SERVICES	**285,792.00**	**160,675**	**148,426**	**73,525**	**234,200**	
SUPPLIES & MINOR EQPT						
100-5-1515-531100 Supplies	5,200.00	5,000	4,332	1,000	6,000	
100-5-1515-531220 Natural Gas	1,200.00	1,000	1,008	600	1,600	
100-5-1515-531230 Electricity	6,500.00	5,000	4,096	0	5,000	
100-5-1515-531300 Operating Lease	2,600.00	2,400	1,730	250	2,650	
100-5-1515-531600 Small Equipment<5000	400.00	3,000	3,979	1,000	4,000	
100-5-1515-531700 Other Supplies	0.00	2,500	1,469	500	3,000	
TOTAL SUPPLIES & MINOR EQPT	**15,900.00**	**18,900**	**16,615**	**3,350**	**22,250**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
CAPITAL OUTLAYS > $5000						
100-5-1515-542400 Computers	3,500.00	0	0	0	0	
100-5-1515-542410 Technology	0	0	3,080	6,200	6,200	CALLRTGCHANGES - Liberty Technology. No more planned needs.
TOTAL CAPITAL OUTLAYS > $5000	**3,500.00**	**0**	**3,080**	**6,200**	**6,200**	
TOTAL CUSTOMER FINANCIAL SVCS	**514,447.00**	**424,723**	**346,501**	**125,130**	**549,853**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - LAW						
CONTRACTED SERVICES						
100-5-1530-521200 Professional - City At	185,000	220,000	87,425	(80,000)	140,000	Reduced to 170K - Running lower than initially projected.
TOTAL CONTRACTED SERVICES	**185,000**	**220,000**	**87,425**	**(80,000)**	**140,000**	
TOTAL LAW	**185,000**	**220,000**	**87,425**	**(80,000)**	**140,000**	

CITY OF HAPEVILLE
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EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - HUMAN RESOURCES						
PERSONNEL SERVICES						
100-5-1540-511100 Regular Employees	121,000	130,162	80,821	(0)	130,162	Original Budget includes staff increase requests.
100-5-1540-511300 Overtime	500.00	0	319	600	600	
100-5-1540-511335 Incentive Wages-(1TP)	2,399.00	2,603	2,472	(131)	2,472	
100-5-1540-512100 Group Insurance	3,100	1,780	2,958	1,020	2,800	
100-5-1540-512150 Group Insurance - Reti	110,000	175,000	97,146	0	175,000	
100-5-1540-512160 Medicare Reim/Stipends	144,000	90,000	0	0	90,000	
100-5-1540-512200 Social Security FICA C	7,682	8,231	4,860	29	8,260	
100-5-1540-512300 Medicare	1,796	1,925	1,136	7	1,932	
100-5-1540-512400 Retirement Contributio	20,508	22,166	19,843	(2,252)	19,914	
100-5-1540-512700 Worker's Compensation	0	639	0	(5)	634	
TOTAL PERSONNEL SERVICES	**410,985**	**432,506**	**209,555**	**(732)**	**431,774**	
CONTRACTED SERVICES						
100-5-1540-521200 Professional	64,000	60,000	45,480	5,000	65,000	Increased for PAYCOM Billing +Flores, & Medical Cost Containment. More spent on 13.2K for Police Chief.
100-5-1540-521203 W/C - Professional Svcs	6,000	10,000	3,357	0	10,000	
100-5-1540-522200 Repairs & Maintenance	200	0	0	0	0	
100-5-1540-523200 Communications	1,100	1,100	791	500	1,600	Monthly Run Rate is 115.00 - 500 Increase. Verizon, Pitney Bowes
100-5-1540-523210 Information Technology	0	0	0	0	0	
100-5-1540-523300 Advertising	100	100	1,374	1,400	1,500	Police Chief Job Postings
100-5-1540-523400 Printing & Binding	100	500	0	0	500	
100-5-1540-523500 Travel	1,700	2,000	2,317	1,000	3,000	GLGPA Conferences - Additional Travel Cost
100-5-1540-523600 Dues & Fees	1,700	2,000	1,228	0	2,000	
100-5-1540-523700 Education & Training	1,300	2,700	1,050	0	2,700	
TOTAL CONTRACTED SERVICES	**76,200**	**78,400**	**55,597**	**7,900**	**86,300**	
SUPPLIES & MINOR EQPT						
100-5-1540-531100 Supplies	3,000	2,200	256	0	2,200	
100-5-1540-531300 Operating Lease	2,530	2,530	1,730	170	2,700	Monthly Run Rate is 220.57 - 170 Increase. CIT Technology
100-5-1540-531400 Books & Periodicals	200	0	0	0	0	
100-5-1540-531600 Small Equipment<5000	1,000	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	**6,730**	**4,730**	**1,987**	**170**	**4,900**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
CAPITAL OUTLAYS > $5000						
100-5-1540-542300 Furniture & Fixtures	3,000.00	0	0	0	0	
100-5-1540-542400 Computers	2,200.00	0	0	0	0	
100-5-1540-542410 Technology	0	0	0	0	0	
100-5-1540-542525 Equipment Lease	12,000	13,411	9,636	1,589	15,000	
TOTAL CAPITAL OUTLAYS > $5000	**17,200**	**13,411**	**9,636**	**1,589**	**15,000**	
TOTAL HUMAN RESOURCES	**511,115**	**529,047**	**276,774**	**8,927**	**537,974**	Increase Request includes cost (13.2K - Professional Services) for new Police Chief search and hire (Georgia Association of Chief of Police - Professional Assessment/Background. Original Budget includes staff increase requests.

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - INFORMATION TECHNOLOGY						
CONTRACTED SERVICES						
100-5-1565-521100 Contract Services	490,000	401,500	265,760	48,500	450,000	Additional IT Support & Server. One Source increased from $19,180 to $20,139/mo. Maintenance Fees increased $8,000 from last year
100-5-1565-521200 Professional	276.00	0	0	0	0	
100-5-1565-523200 Communications	270,000	52,000	41,407	8,000	60,000	
100-5-1565-523210 Information Technology	1,000	1,000	0	0	1,000	
100-5-1565-523600 Dues & Fees	50,500.00	48,000	0	(48,000)	0	Meraki License Dues not due until 12/2025 - budget line adjusted accordingly
TOTAL CONTRACTED SERVICES	**811,776**	**502,500**	**307,167**	**8,500**	**511,000**	
CAPITAL OUTLAYS > $5000						
100-5-1565-542400 Computers	0	0	0	0	0	
100-5-1565-542410 Technology	0	0	0	0	0	
100-5-1565-543200 Equipment lease	0	0	0	0	0	
TOTAL CAPITAL OUTLAYS > $5000	**0**	**0**	**0**	**0**	**0**	
TOTAL INFORMATION TECHNOLOGY	**811,776**	**502,500**	**307,167**	**8,500**	**511,000**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - MUNICIPAL COURT						
PERSONNEL SERVICES						
100-5-2650-511100 Regular Employees	81,000	102,394	62,664	(0)	102,394	Original Budget includes staff increase requests.
100-5-2650-511300 Overtime	4,000	2,000	5,392	6,000	8,000	Added 6K based on usage.
100-5-2650-511325 Incentive Wages	0	1,000	0	0	1,000	
100-5-2650-511335 Incentive Wages-(1TP)	1,754	2,048	1,900	(148)	1,900	
100-5-2650-512100 Group Insurance	18,300	19,369	11,297	(136)	19,233	
100-5-2650-512200 Social Security FICA C	5,379	6,661	4,239	363	7,024	
100-5-2650-512300 Medicare	1,258	1,558	991	85	1,643	
100-5-2650-512400 Retirement Contributio	14,366	17,941	16,877	(1,005)	16,936	
100-5-2650-512700 Worker's Compensation	0	502	0	(3)	499	
TOTAL PERSONNEL SERVICES	**126,057**	**153,473**	**103,361**	**5,156**	**158,629**	
CONTRACTED SERVICES						
100-5-2650-521200 Professional	50,000	70,000	37,486	0	70,000	Budget includes projected expenses for Municipal Court Judge Ewing.
100-5-2650-523210 Information Technology	17,000	4,804	8,167	3,400	8,204	
100-5-2650-523400 Printing & Binding	1,700	500	462	0	500	
100-5-2650-523500 Travel	0	0	0	0	0	
100-5-2650-523600 Dues & Fees	800	300	150	0	300	
100-5-2650-523700 Education & Training	500	250	500	250	500	
TOTAL CONTRACTED SERVICES	**70,000**	**75,854**	**46,765**	**3,650**	**79,504**	
SUPPLIES & MINOR EQPT						
100-5-2650-531100 Supplies	550	250	896	750	1,000	INCLUDES PITNEY BOWES METER REFILL - 896.12
100-5-2650-531600 Small Equipment<5000	800	500	304	0	500	
TOTAL SUPPLIES & MINOR EQPT	**1,350**	**750**	**1,200**	**750**	**1,500**	
OTHER COSTS (NOC)						
100-5-2650-572800 Other Costs (NOC)	134,000	140,000	77,468	0	140,000	
TOTAL OTHER COSTS (NOC)	**134,000**	**140,000**	**77,468**	**0**	**140,000**	
TOTAL MUNICIPAL COURT	**331,407**	**370,077**	**228,793**	**9,556**	**379,633**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - POLICE ADMINISTRATION						
PERSONNEL SERVICES						
100-5-3210-511100 Regular Employees	1,800,000	1,760,761	1,178,547	3,958	1,764,719	
100-5-3210-511200 Part-time employees	25,059	159,245	9,477	(125,000)	34,245	Includes Issac Cox, Taurus Durrah (81K) and 2 vacancies (78K). Ajusted Per Chief Hedley based on usage.
100-5-3210-511300 Overtime	72,000	60,000	65,611	40,000	100,000	Personnel shortage
100-5-3210-511325 Incentive Wages	0	10,000	0	0	10,000	
100-5-3210-511335 Incentive Wages-(1TP)	37,160	43,596	37,198	(6,398)	37,198	
100-5-3210-512100 Group Insurance	290,000	308,732	203,612	(2,316)	306,416	
100-5-3210-512200 Social Security FICA C	21,665	18,313	5,887	41	18,354	
100-5-3210-512300 Medicare	30,838	30,937	17,832	545	31,482	
100-5-3210-512400 Retirement Contributio	315,755	312,717	282,454	(27,174)	285,543	
100-5-3210-512700 Worker's Compensation	1,850	8,638	0	(36)	8,602	
TOTAL PERSONNEL SERVICES	**2,594,327**	**2,712,938**	**1,800,619**	**(116,381)**	**2,596,557**	
CONTRACTED SERVICES						
100-5-3210-521200 Professional	22,000	20,000	2,322	(10,000)	10,000	
100-5-3210-522200 Repairs & Maintenance	165,000	50,000	98,329	50,000	100,000	Supply change issue on new vehicles. More maintenance needed on existing vehicles. Includes 12K for Corbitt's Collision Ctr, 19K for Dreamland Signworks, 11K for George Boyd & Sons Tire, 16K for Hapeville Radiator and 5K for Hills Tire Store and Auto.
100-5-3210-522310 Fingerprinting Expense	0	2,500	0	(2,500)	0	
100-5-3210-523200 Communications	111,000	50,000	75,059	40,000	90,000	Monthly Run Rate is 7,494.34 - 40,000 Increase - Verizon, Comcast. Prior YTD Actual - 110K
100-5-3210-523210 Information Technology	112,000	17,000	96,942	80,000	97,000	YTD amount includes payments (24K) to Motorola Solutions, PowerDMS (6K) and Flock Safety (7K). Qtr maintenance of Motorola Spillman $11,850
100-5-3210-523300 Advertising	300	300	0	0	300	
100-5-3210-523400 Printing & Binding	2,000	1,700	472	0	1,700	
100-5-3210-523500 Travel	1,200	1,200	1,447	300	1,500	
100-5-3210-523600 Dues & Fees	3,500	2,600	1,714	0	2,600	
100-5-3210-523700 Education & Training	5,900	5,000	703	0	5,000	
100-5-3210-523900 Prisoner Housing	40,000	25,000	29,335	27,000	52,000	
TOTAL CONTRACTED SERVICES	**462,900**	**175,300**	**306,322**	**184,800**	**360,100**	
SUPPLIES & MINOR EQPT						
100-5-3210-531100 Supplies	18,000	14,562	15,142	5,000	19,562	
100-5-3210-531220 Natural Gas	2,500	2,500	1,351	900	3,400	Monthly Run Rate is 280.31 - 900 Increase - Fireside Natural Gas
100-5-3210-531230 Electricity	26,000	25,000	18,059	7,000	32,000	Monthly Run Rate is 2,651.25 - 7,000 Increase - Georgia Power
100-5-3210-531270 Gasoline/Diesel	126,000	120,000	93,875	22,000	142,000	Monthly Run Rate is 11,753.57 - 22,000 Increase - Citgo
100-5-3210-531300 Operating Leases	16,000	16,000	9,692	0	16,000	Monthly Run Rate is 1,208.41 - No Budget Change - CIT Technology
100-5-3210-531400 Books & Periodicals	800	800	0	0	800	
100-5-3210-531600 Small Equipment<5000	5,300	5,000	2,307	0	5,000	

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100-5-3210-531700 Other Supplies-Uniform	32,000	20,000	6,400	(5,000)	15,000	
TOTAL SUPPLIES & MINOR EQPT	**226,600**	**203,862**	**146,827**	**29,900**	**233,762**	
CAPITAL OUTLAYS > $5000						
100-5-3210-542200 Vehicles	432,146	1,400,000	982,857	0	1,400,000	Police Vehicles Replacement - 21
100-5-3210-542400 Computers	2,000.00	8,000	5,713	0	8,000	
100-5-3210-542500 Equipment	30,000	20,000	0	(20,000)	0	
TOTAL CAPITAL OUTLAYS > $5000	**464,146**	**1,428,000**	**988,570**	**(20,000)**	**1,408,000**	
DEBT SERVICE						
100-5-3210-580200 Transfers to E911 Fund	0	0	0	571,490	571,490	Moved Original Approved Budget of $688K - (Transfer to E911) to 3210 Police Department - Updated Transfer Amount is $571 under 3210 Police. This represents an overall decrease of $117K of GF expenditures to 215 E-911 Fund
100-5-3210-580419 Principal - Regions 20	0	0	54,094	143,352	143,352	Financing 23 Vehicles from Regions Equipment Finance Corp - (21 +2)-Received Updated Pay Sch-21 Vehicles.
100-5-3210-581400 SunTrust Lease-Radios-	80,400.00	83,200	41,205	0	83,200	Financing Police Radios from SunTrust Equipment Finance & Leasing Corporation
100-5-3210-581401 SunTrust Lease-Radios-	9,200.00	6,500	3,582	0	6,500	Financing Police Radios from SunTrust Equipment Finance & Leasing Corporation
100-5-3210-582406 TRUIST Vehicle Lease-P	38,019.00	221,500	93,128	(128,300)	93,200	Financing 9 Vehicles from Trusit Equipment Finance Corporation - (6 + 3)
100-5-3210-582407 TRUIST Vehicle Lease-I	2,519.00	42,000	12,605	(28,000)	14,000	Financing 9 Vehicles from Trusit Equipment Finance Corporation - (6 + 3)
100-5-3210-582419 Interest - Regions 201		0	12,551	37,905	37,905	Financing 23 Vehicles from Regions Equipment Finance Corporation - (21 +2)
TOTAL DEBT SERVICE	**130,138**	**353,200**	**217,164**	**596,447**	**949,647**	
TOTAL POLICE ADMINISTRATION	**3,878,112**	**4,873,300**	**3,459,502**	**674,766**	**5,548,066**	

CITY OF HAPEVILLE
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EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - FIRE ADMINISTRATION						
PERSONNEL SERVICES						
100-5-3510-511100 Regular Employees	1,930,000	1,934,516	1,422,438	(5,630)	1,928,886	Churn Factor for 3 Fire Paramedics - (162K)
100-5-3510-511120 Salaries - Public Saf		0	0	0	0	
100-5-3510-511300 Overtime	500,000	308,701	170,711	0	308,701	No Budget Change - Overtime Needed - Personnel Shortage Per Chief
100-5-3510-511335 Incentive Wages-(1TP)	39,396	45,938	42,687	(1,195)	44,743	
100-5-3510-512100 Group Insurance	316,000	357,154	240,890	(2,656)	354,498	
100-5-3510-512200 Social Security FICA C	6,113	3,095	2,098	0	3,095	
100-5-3510-512300 Medicare	38,167	35,872	22,710	(62)	35,810	
100-5-3510-512400 Retirement Contributio	408,405	381,918	339,658	(41,056)	340,862	
100-5-3510-512700 Worker's Compensation	17,057	9,490	10,271	817	10,307	
TOTAL PERSONNEL SERVICES	**3,255,139**	**3,076,685**	**2,251,462**	**(49,780)**	**3,026,905**	
CONTRACTED SERVICES						
100-5-3510-521200 Professional Fees	1,500.00	1,500	661	0	1,500	
100-5-3510-521210 Licenses	36,400	36,400	13,015	0	36,400	
100-5-3510-522200 Repairs & Maintenance	57,000	50,000	35,748	25,000	75,000	Engine 3 Transmission Repair
100-5-3510-523200 Communications	14,000	13,600	6,555	0	13,600	
100-5-3510-523400 Printing & Binding	300.00	0	143	300	300	
100-5-3510-523450 Training Supplies & Ma	0	0	0	100	100	
100-5-3510-523500 Travel	0	5,000	0	0	5,000	
100-5-3510-523600 Dues & Fees	1,000	2,000	659	0	2,000	
100-5-3510-523700 Education & Training	5,000	5,000	807	0	5,000	
100-5-3510-523850 Community Risk Reducti	10,000	10,000	4,173	0	10,000	
TOTAL CONTRACTED SERVICES	**125,200**	**123,500**	**61,761**	**25,400**	**148,900**	
SUPPLIES & MINOR EQPT						
100-5-3510-531100 Supplies	12,000	12,000	6,844	0	12,000	
100-5-3510-531220 Natural Gas	7,000	7,000	2,329	(3,500)	3,500	
100-5-3510-531230 Electricity	20,000	20,000	8,737	(2,000)	18,000	Monthly Run Rate is 1,455.35 - 2,000 Decrease - Georgia Power
100-5-3510-531270 Gasoline/Diesel	30,000	30,000	18,743	0	30,000	
100-5-3510-531300 Operating Lease	4,400	4,600	3,323	500	5,100	Monthly Run Rate is 418.13 - 500 Increase - CIT Technology
100-5-3510-531400 Books & Periodicals	1,000	2,000	163	0	2,000	
100-5-3510-531600 Small Equipment<5000	2,000	2,000	1,993	500	2,500	
100-5-3510-531700 Uniform Supplies	30,000	30,000	16,909	0	30,000	
100-5-3510-531710 EMS	55,000	50,000	27,507	4,000	54,000	
TOTAL SUPPLIES & MINOR EQPT	**161,400**	**157,600**	**86,548**	**(500)**	**157,100**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
CAPITAL OUTLAYS > $5000						
100-5-3510-542200 Vehicles	0	100,000	0	0	100,000	REPL TWO VEHICLES EXT COST 50K EACH-WADE FORD-Financing Pending-Loan Proceeds Budgeted. Still need Per Chief. No Change.
100-5-3510-542300 Furniture & Fixtures	5,000	10,000	760	0	10,000	Replacement of fire stations furnishings. Still need Per Chief. No Change.
100-5-3510-542400 Computers	0	5,000	0	(5,000)	0	
100-5-3510-542500 Equipment	64,000	63,000	49,521	0	63,000	Replace LifePAK 12 & all firefighter gear to be compliant with NFPA standards. Still need - no change.
TOTAL CAPITAL OUTLAYS > $5000	**69,000**	**178,000**	**50,281**	**(5,000)**	**173,000**	
DEBT SERVICE						
100-5-3510-580401 Principal Phase 1 Leas	28,200	0	0	0	0	
100-5-3510-580402 Principal Phase 2 Lease	9,400.00	9,700	4,779	18,300	28,000	Regions Lease for 2020 Ford Super Duty XLT F-250 + 2 New Vehicles Requested at 100K
100-5-3510-580403 Principal Fire Truck	109,400	112,800	39,536	0	112,800	Regions 2019 Ford-450 Type I Ambul/Fire Truck
100-5-3510-582402 Interest Phase 2 Lease	860	600	313	2,800	3,400	Regions Lease for 2020 Ford Super Duty XLT F-250 + 2 New Vehicles Requested at 100K
100-5-3510-582403 Interest Fire Truck	20,220.00	16,800	1,539	0	16,800	Regions 2019 Ford-450 Type I Ambul/Fire Truck
100-5-3510-582406 TRUIST Vehicle Lease-P	122,100.00	125,000	124,116	0	125,000	(BB&T/TRUIST-Vehicles-Fire Truck/Explorer)-Annually
100-5-3510-582407 TRUIST Vehicle Lease-I	8,100.00	6,000	5,931	0	6,000	(BB&T/TRUIST-Vehicles-Fire Truck/Explorer)-Annually- RH to Prepare JE to correct Overage-535.27
TOTAL DEBT SERVICE	**298,280**	**270,900**	**176,214**	**21,100**	**292,000**	
TOTAL FIRE ADMINISTRATION	**3,909,019**	**3,806,685**	**2,626,265**	**(8,780)**	**3,797,905**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - PUBLIC WORKS ADMIN						
PERSONNEL SERVICES						
100-5-4100-511100 Regular Employees	436,000	469,851	296,571	3,266	473,117	
100-5-4100-511300 Overtime	68,000	40,000	50,042	10,000	50,000	GETTING OUT OF OLD FACILITY INTO THE NEW FACILITY
100-5-4100-511335 Incentive Wages-(1TP)	8,791	9,397	9,462	65	9,462	
100-5-4100-512100 Group Insurance	89,200	109,414	68,078	(817)	108,597	
100-5-4100-512200 Social Security FICA C	31,793	32,193	20,966	827	33,020	
100-5-4100-512300 Medicare	7,435	7,529	4,903	193	7,722	
100-5-4100-512400 Retirement Contributio	84,823	86,643	79,271	(7,091)	79,552	
100-5-4100-512700 Worker's Compensation	5,815	2,305	169	1	2,306	
TOTAL PERSONNEL SERVICES	**731,859**	**757,333**	**529,463**	**6,445**	**763,778**	
CONTRACTED SERVICES						
100-5-4100-522200 Repairs & Maintenance	**250,000**	300,000	113,806	(100,000)	200,000	
100-5-4100-523200 Communications	**2,800**	2,800	6,268.36	7,200	10,000	Monthly Run Rate is 847.47 - 7,700 Increase - VERIZON, Comcast
100-5-4100-523210 Information Technology	**0**	**0**	**0**	**0**	**0**	
100-5-4100-523600 Dues & Fees	**2,500**	2,500	187	(1,000)	1,500	
100-5-4100-523800 Technical Inspections	**382,000**	350,000	77,145	(150,000)	200,000	
100-5-4100-523850 Contract Labor	**8,000**	8,000	6,639	4,000	12,000	
TOTAL CONTRACTED SERVICES	**645,300**	**663,300**	**204,046**	**(239,800)**	**423,500**	
SUPPLIES & MINOR EQPT						
100-5-4100-531100 Supplies	**160,000**	171,324	76,777	0	171,324	
100-5-4100-531220 Natural Gas	**19,000**	19,000	2,319	(16,000)	3,000	Monthly Run Rate is 242.57 - 16,000 Decrease - Changed companies from Dominion Energy to Fireside Natural Gas
100-5-4100-531230 Electricity	**22,000**	30,000	26,212	12,000	42,000	Monthly Run Rate is 3,498.97 - 12,000 Increase - Georgia Power
100-5-4100-531270 Gasoline/Diesel	**28,000**	35,000	19,747	0	35,000	Monthly Run Rate is 2,727.33 - No Budget Change - Citgo
100-5-4100-531300 Operating Lease	**8,500**	8,500	3,323	(3,400)	5,100	Monthly Run Rate is 418.13 - 3,400 Decrease - CIT Technology
100-5-4100-531600 Small Equipment<5000	**19,000**	4,000	1,850	0	4,000	
TOTAL SUPPLIES & MINOR EQPT	**256,500**	**267,824**	**130,228**	**(7,400)**	**260,424**	
CAPITAL OUTLAYS > $5000						
100-5-4100-541200 Site Improvements	**935,000**	768,087	411,351	20,000	788,087	New PW Shop Carryover-1.4M Bond Related+400K Non Bond Related
100-5-4100-542200 Vehicles	**0**	40,000	0	(40,000)	0	WILL NOT PURCHASE NEW TRUCK PER LEE
100-5-4100-542400 Computers	**0**	2,000	0	(2,000)	0	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
100-5-4100-542500 Equipment	**18,000**	0	0	0	0	
TOTAL CAPITAL OUTLAYS > $5000	**953,000**	**810,087**	**411,351**	**(22,000)**	**788,087**	
DEBT SERVICE						
100-5-4100-582406 Vehicle Lease - Prin	**0**	**8,000**	**0**	**(8,000)**	**0**	WILL NOT PURCHASE NEW TRUCK PER LEE
100-5-4100-582407 Vehicle Lease - Int.	**0**	**254**	**0**	**(254)**	**0**	WILL NOT PURCHASE NEW TRUCK PER LEE
TOTAL DEBT SERVICE	**0**	**8,254**	**0**	**(8,254)**	**0**	
TOTAL PUBLIC WORKS ADMIN	**2,586,659**	**2,506,798**	**1,275,088**	**(262,755)**	**2,244,043**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - HIGHWAY AND STREETS ADMIN						
PERSONNEL SERVICES						
100-5-4210-511100 Regular Employees	370,000	434,239	246,572	0	434,239	
100-5-4210-511300 Overtime	36,000	30,000	28,414	10,000	40,000	GETTING OUT OF OLD FACILITY INTO THE NEW
100-5-4210-511335 Incentive Wages-(1TP)	7,276	8,685	7,495	(1,190)	7,495	
100-5-4210-512100 Group Insurance	79,100	94,424	57,183	(664)	93,760	
100-5-4210-512200 Social Security FICA C	25,623	29,321	16,796	546	29,867	
100-5-4210-512300 Medicare	5,993	6,857	3,928	128	6,985	
100-5-4210-512400 Retirement Contributio	68,365	78,915	71,705	(6,956)	71,959	
100-5-4210-512700 Worker's Compensation	5,353	2,130	1,533	(13)	2,117	
TOTAL PERSONNEL SERVICES	**597,711**	**684,572**	**433,626**	**1,851**	**686,423**	
CONTRACTED SERVICES						
100-5-4210-521200 Professional	500	500	0	0	500	
100-5-4210-522200 Repairs & Maintenance	50,000	50,000	40,598	0	50,000	
100-5-4210-523200 Communications	2,700.00	2,000	969	0	2,000	Monthly Run Rate is 148.51 - No Budget Change - VERIZON, Comcast
100-5-4210-523210 Information Technology	0	0	0	0	0	
100-5-4210-523600 Dues & Fees	900.00	0	234	250	250	
100-5-4210-523700 Education & Training	350	350	0	0	350	
TOTAL CONTRACTED SERVICES	**54,450**	**52,850**	**41,801**	**250**	**53,100**	
SUPPLIES & MINOR EQPT						
100-5-4210-531100 Supplies	69,871	80,000	32,194	(20,000)	60,000	
100-5-4210-531220 Natural Gas	0.00	0	0	0	0	
100-5-4210-531230 Electricity	250,000	260,000	164,153	20,000	280,000	Monthly Run Rate is 24,119.18 - 30,000 Increase - Georgia Power
100-5-4210-531270 Gasoline/Diesel	20,000	25,000	17,274	2,000	27,000	Increased Fuel Cost. - Monthly Run Rate is 2,216.74 - 2,000 Increase - Citgo
100-5-4210-531700 Other Supplies	100.00	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	**339,971**	**365,000**	**213,621**	**2,000**	**367,000**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
CAPITAL OUTLAYS > $5000						
100-5-4210-541200 Site Improvements	85,000	19,176	22,532	10,000	29,176	THERMO CROSS WALKS & SPEED HUMPS
100-5-4210-542200 Vehicles	30,000	34,000	0	(34,000)	0	WILL NOT PURCHASE NEW TRUCK PER LEE
100-5-4210-542400 Computers	2,550.00	2,550	0	0	2,550	
TOTAL CAPITAL OUTLAYS > $5000	**117,550**	**55,726**	**22,532**	**(24,000)**	**31,726**	
DEBT SERVICE						
100-5-4210-580008 Trf to Dev Auth-2019B	0.00	0	0	0	0	
100-5-4210-580009 Trf to Dev Auth-2019A	140,000	140,000	93,200	0	140,000	
100-5-4210-580010 Trsf to DA-2022 Bond	0	0	0	0	0	
100-5-4210-580405 Trf to Dev Auth - 2014	75,000	74,000	49,000	0	74,000	
100-5-4210-582406 Vehicle Lease - Prin	0	8,000	0	(8,000)	0	WILL NOT PURCHASE NEW TRUCK PER LEE
100-5-4210-582407 Vehicle Lease - Int.	0	254	0	(254)	0	WILL NOT PURCHASE NEW TRUCK PER LEE
TOTAL DEBT SERVICE	**215,000**	**222,254**	**142,200**	**(8,254)**	**214,000**	
TOTAL HIGHWAY AND STREETS ADMIN	**1,324,682**	**1,380,402**	**853,779**	**(28,153)**	**1,352,249**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - PARTICIPANT RECREATION						
PERSONNEL SERVICES						
100-5-6120-511100 Regular Employees	293,000	310,671	171,072	(3,453)	307,218	Original Budget includes staff increase requests.
100-5-6120-511200 Part Time Employees	75,996	77,243	30,968	1,267	78,510	
100-5-6120-511300 Overtime	15,000	11,500	14,252	5,500	17,000	Personnel Shortage
100-5-6120-511335 Incentive Wages-(1TP)	7,063	10,142	5,058	(5,084)	5,058	
100-5-6120-512100 Group Insurance	61,100	58,107	34,758	(409)	57,698	
100-5-6120-512200 Social Security FICA C	24,246	25,393	13,253	(110)	25,283	
100-5-6120-512300 Medicare	5,670	5,939	3,100	(26)	5,913	
100-5-6120-512400 Retirement Contributio	52,123	55,457	50,274	(6,266)	49,191	
100-5-6120-512700 Worker's Compensation	0	1,524	0	(27)	1,497	
100-5-6120-512800 Vacant Positions	0	0	0	0	0	
TOTAL PERSONNEL SERVICES	**534,197**	**555,975**	**322,733**	**(8,607)**	**547,368**	
CONTRACTED SERVICES						
100-5-6120-521200 Professional Services	1,500	1,500	94	0	1,500	
100-5-6120-521301 Technical - Baseball	10,000	12,000	0	0	12,000	
100-5-6120-521302 Technical - Basketball	9,000	11,000	11,605	700	11,700	
100-5-6120-521303 Technical - Football	11,800	15,000	16,295	1,300	16,300	Increased official fees-16K Mostly Derrick Williams
100-5-6120-521304 Technical -Girl's Soft	2,400	2,400	0	0	2,400	
100-5-6120-521305 Technical - Tournments	2,000	2,000	1,000	0	2,000	
100-5-6120-521306 Technical - Adult Soft	5,000	5,000	1,440	0	5,000	
100-5-6120-521307 Technical - Soccer	2,000	2,000	0	0	2,000	
100-5-6120-522000 Festivals/Events	85,000	90,000	71,588	0	90,000	Added 3 more events. $82k in FY23. Depends on how many Festivals we have left.
100-5-6120-522200 Repairs & Maintenance	5,000	2,300	6,805	5,700	8,000	INCLUDES POLARIS REPAIR - 4,263.31 - ADRENALIN POWERSPORTS,INC
100-5-6120-523200 Communications	2,500	3,500	1,344	(1,100)	2,400	Monthly Run Rate is 197.14 - 1,100 Decrease - VERIZON
100-5-6120-523300 Advertising	250	250	0	0	250	
100-5-6120-523400 Printing & Binding	300	200	184	0	200	
100-5-6120-523500 Travel	6,000	6,000	1,552	0	6,000	
100-5-6120-523600 Dues & Fees	3,000	3,000	513	0	3,000	
100-5-6120-523700 Education & Training	3,000	3,000	0	0	3,000	
100-5-6120-523850 Contract Labor	15,000	15,000	6,615	0	15,000	
100-5-6120-523900 Other - Seniors	5,000	5,000	2,073	0	5,000	
TOTAL CONTRACTED SERVICES	**168,750**	**179,150**	**121,107**	**6,600**	**185,750**	

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
SUPPLIES & MINOR EQPT						
100-5-6120-531100 Supplies	10,000	10,000	4,976	0	10,000	
100-5-6120-531101 Supplies-Baseball/Girl	9,000	9,000	971	0	9,000	
100-5-6120-531102 Supplies - Basketball	8,600	8,600	3,346	0	8,600	
100-5-6120-531103 Supplies - Football	13,000	13,000	25,787	13,500	26,500	INCLUDES 8K FOR UNIFORMS - GO SPORTS USA, INC. Season ended in November-lots of uniforms-Added 5K more post budget meeting
100-5-6120-531104 Supplies - Adult Softb	1,500	1,500	0	0	1,500	
100-5-6120-531105 Supplies - Tournaments	1,500	1,500	1,353	0	1,500	Last purchase in November
100-5-6120-531106 Supplies - Senior Citi	1,500	1,500	1,367	0	1,500	
100-5-6120-531107 Supplies - Soccer	2,000	2,000	1,772	0	2,000	Season ended in November
100-5-6120-531108 Supplies - Children's	7,500	7,500	6,698	0	7,500	Program ended in December
100-5-6120-531109 Supplies-Cheerleading/	4,000	4,000	7,165	3,200	7,200	INCLUDES2.3K FOR VAN RENTALS - AIRPORT VAN RENTAL,INC. Program ended in November
100-5-6120-531110 Equip Exp - Coach's Re	0	2,500	0	0	2,500	
100-5-6120-531111 Supplies-Special Progr	10,000	10,000	5,191	0	10,000	
100-5-6120-531220 Natural Gas	10,000	10,000	3,821	(5,900)	4,100	Monthly Run Rate is 339.76 - 1,100 Decrease - Fireside Natural Gas
100-5-6120-531230 Electricity	26,000	30,000	19,773	6,000	36,000	Monthly Run Rate is 2,925.87 - 6,000 Increase - Georgia Power
100-5-6120-531270 Gasoline/Diesel	5,200	5,200	2,135	(1,900)	3,300	Monthly Run Rate is 273.72 - 1,900 Decrease - Citgo
100-5-6120-531300 Operating Lease	6,500	6,500	3,323	(1,400)	5,100	Monthly Run Rate is 418.13 - 1,400 Decrease - CIT Technology
100-5-6120-531590 Other	14,500	14,500	13,246	0	14,500	
100-5-6120-531600 Small Equipment<5000	10,150	10,150	4,605	1,500	11,650	
100-5-6120-531700 Other Supplies	10,000	10,000	8,508	0	10,000	
TOTAL SUPPLIES & MINOR EQPT	**150,950**	**157,450**	**114,039**	**15,000**	**172,450**	
CAPITAL OUTLAYS > $5000						
100-5-6120-542300 Furniture & Fixtures	2,000	2,000	0	0	2,000	
100-5-6120-542400 Computers	0	3,000	0	(3,000)	0	
TOTAL CAPITAL OUTLAYS > $5000	**2,000**	**5,000**	**0**	**(3,000)**	**2,000**	
DEBT SERVICE						
100-5-6120-580401 Vehicles - Principal	7,700	8,000	3,923	0	8,000	Recreation Van - 2 Semi-Annual Pymts
100-5-6120-582401 VEHICLES INTEREST	550.00	308	184	0	308	Recreation Van - 2 Semi-Annual Pymts
TOTAL DEBT SERVICE	**8,250**	**8,308**	**4,107**	**0**	**8,308**	
TOTAL PARTICIPANT RECREATION	**864,147**	**905,883**	**561,986**	**9,993**	**915,876**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - PARK AREAS & GROUNDS						
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
100-5-6220-511100 Regular Employees	0	0	0	0	0	
100-5-6220-511300 Overtime	0	0	0	0	0	
100-5-6220-511335 Incentive Wages-(1TP)	0	0	0	0	0	
100-5-6220-512100 Group Insurance	0	0	0	0	0	
100-5-6220-512200 Social Security FICA C	0	0	0	0	0	
100-5-6220-512300 Medicare	0	0	0	0	0	
100-5-6220-512400 Retirement Contributio	0	0	0	0	0	
100-5-6220-512700 Worker's Compensation	0	0	0	0	0	
TOTAL PERSONNEL SERVICES	**0**	**0**	**0**	**0**	**0**	
CONTRACTED SERVICES						
100-5-6220-522200 Repairs & Maintenance	0	0	0	0	0	
100-5-6220-523600 Dues & Fees	0	0	0	0	0	
100-5-6220-523800 Technical Inspections	0	0	0	0	0	
100-5-6220-523850 Contract Labor	0	0	0	0	0	
TOTAL CONTRACTED SERVICES	**0**	**0**	**0**	**0**	**0**	
SUPPLIES & MINOR EQPT						
100-5-6220-531100 Supplies	0	0	0	0	0	
100-5-6220-531220 Natural Gas	0	0	0	0	0	
100-5-6220-531230 Electricity	0	0	0	0	0	
100-5-6220-531270 Gasoline/Diesel	0	0	0	0	0	
100-5-6220-531300 Operating Lease	0	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	**0**	**0**	**0**	**0**	**0**	
CAPITAL OUTLAYS > $5000						
100-5-6220-541200 Site Improvements	0	0	0	0	0	
100-5-6220-542400 Computers	0.00	0	0	0	0	
100-5-6220-542500 Equipment	0	0	0	0	0	
TOTAL CAPITAL OUTLAYS > $5000	**0**	**0**	**0**	**0**	**0**	
TOTAL PARK AREAS & GROUNDS	**0**	**0**	**0**	**0**	**0**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - PLANNING & ZONING						
CONTRACTED SERVICES						
100-5-7400-521200 Professional	56,000	60,000	31,008	0	60,000	ALL CITY PLANNER - LYNN PATTERSON
100-5-7400-521201 Planning/Zoning Board	3,200	3,200	1,400	0	3,200	
100-5-7400-521202 Appeals Board	2,500	2,500	1,150	0	2,500	
100-5-7400-521203 Design Review	4,300.00	4,300	875	0	4,300	
100-5-7400-521300 Technical	24,000	44,960	12,447	0	44,960	Development - City Engineers/Wayfinding
100-5-7400-523210 Information Technology	500	500	0	0	500	
100-5-7400-523300 Advertising	1,250	1,250	250	0	1,250	
100-5-7400-523600 Dues & Fees	250	250	0	0	250	
100-5-7400-523700 Education & Training	3,100	3,100	0	0	3,100	
100-5-7400-523900 OTHER	100	100	0	(100)	0	
TOTAL CONTRACTED SERVICES	**95,200**	**120,160**	**47,129**	**(100)**	**120,060**	
SUPPLIES & MINOR EQPT						
100-5-7400-531100 Supplies	500	500	0	0	500	
100-5-7400-531400 Books & Periodicals	100	100	0	(100)	0	
TOTAL SUPPLIES & MINOR EQPT	**600**	**600**	**0**	**(100)**	**500**	
CAPITAL OUTLAYS > $5000						
100-5-7400-542410 Technology	0	13,000	0	0	13,000	Software purchase for Planning & Zoning Stramline process.
TOTAL CAPITAL OUTLAYS > $5000	**0**	**13,000**	**0**	**0**	**13,000**	
TOTAL PLANNING & ZONING	**95,800**	**133,760**	**47,129**	**(200)**	**133,560**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - CODE ENFORCEMENT						
PERSONNEL SERVICES						
100-5-7450-511100 Regular Employees	90,000	90,022	70,449	48,007	138,029	
100-5-7450-511200 Part-time Employees	0	29,120	0	(29,120)	0	Part-time position changed to Full-time
100-5-7450-511300 Overtime	4,500	4,500	2,452	0	4,500	
100-5-7450-511325 Incentive Wages	0	2,000	0	0	2,000	
100-5-7450-511335 Incentive Wages-(1TP)	1,748	2,383	2,761	378	2,761	
100-5-7450-512100 Group Insurance	20,500	19,369	9,449	9,480	28,849	
100-5-7450-512200 Social Security FICA C	5,967	7,938	4,602	1,194	9,132	
100-5-7450-512300 Medicare	1,396	1,856	1,076	280	2,136	
100-5-7450-512400 Retirement Contributio	15,935	16,517	21,935	5,496	22,013	
100-5-7450-512700 Worker's Compensation	12	442	0	231	673	
TOTAL PERSONNEL SERVICES	**140,058**	**174,147**	**112,723**	**35,945**	**210,092**	
CONTRACTED SERVICES						
100-5-7450-521200 Professional	44,360	28,363	6,754	0	28,363	
100-5-7450-521300 Technical	500	500	0	0	500	
100-5-7450-522200 Repairs & Maintenance	4,320	1,320	634	0	1,320	
100-5-7450-523200 Communications	1,000	800	554	200	1,000	Monthly Run Rate is 78.81 - 200.00 Increase - VERIZON
100-5-7450-523210 Information Technology	0	1,000	0	(1,000)	0	
100-5-7450-523400 Printing & Binding	3,900	3,000	675	(2,000)	1,000	
100-5-7450-523600 Dues & Fees	500	500	0	(400)	100	
100-5-7450-523700 Education & Training	500	500	0	(500)	0	
TOTAL CONTRACTED SERVICES	**55,080**	**35,983**	**8,616**	**(3,700)**	**32,283**	
SUPPLIES & MINOR EQPT						
100-5-7450-531100 Supplies	200	200	675	500	700	Martino & White Printing
100-5-7450-531270 Gasoline/Diesel	6,000	5,000	2,058	(1,500)	3,500	Monthly Run Rate is 287.21 - 200.00 Increase - Citgo
100-5-7450-531700 Other Supplies	100	100	0	0	100	
TOTAL SUPPLIES & MINOR EQPT	**6,300**	**5,300**	**2,732**	**(1,000)**	**4,300**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
CAPITAL OUTLAYS > $5000						
100-5-7450-542200 Vehicles	16,194.00	0	0	0	0	
100-5-7450-542500 Equipment	0.00	0	0	0	0	
TOTAL CAPITAL OUTLAYS > $5000	**16,194**	**0**	**0**	**0**	**0**	
TOTAL CODE ENFORCEMENT	**217,632**	**215,430**	**124,071**	**31,245**	**246,675**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - ECONOMIC DEVELOPMENT						
PERSONNEL SERVICES						
100-5-7520-511100 Regular Employees	138,000	190,349	101,934	(3,986)	186,363	Original Budget includes staff increase requests.
100-5-7520-511300 Overtime	2,000	3,000	1,743	0	3,000	
100-5-7520-511335 Incentive Wages-(1TP)	2,419	3,807	3,613	(254)	3,553	
100-5-7520-512100 Group Insurance	26,500	29,054	15,865	(205)	28,849	
100-5-7520-512200 Social Security FICA C	8,830	12,224	6,452	(263)	11,961	
100-5-7520-512300 Medicare	2,065	2,859	1,509	(62)	2,797	
100-5-7520-512400 Retirement Contributio	23,571	32,908	28,725	(4,081)	28,827	
100-5-7520-512700 Worker's Compensation	0	934	0	(26)	908	
TOTAL PERSONNEL SERVICES	**203,385**	**275,133**	**159,840**	**(8,877)**	**266,256**	
CONTRACTED SERVICES						
100-5-7520-521200 Professional	72,000	80,000	68,790	0	80,000	Three Points Planning - $40,900
100-5-7520-521204 Consulting	2,000	10,000	0	0	10,000	
100-5-7520-521300 Technical	180.00	180	0	0	180	Martino & White Printing - Mailers for Parking Forum. YTD Actual amt 4,407.67 will be reclassed.
100-5-7520-521309 Art Grant-Fulton County	22,000.00	22,000	16,558	0	22,000	
100-5-7520-521400 Arts Council Grant Exp	0	0	0	0	0	Day of The Dead Supplies - YTD Actual amt 542.91 will be reclassed to 521309
100-5-7520-522000 Festivals & Events	11,000	17,100	6,115	(5,500)	11,600	
100-5-7520-522125 Special Exhibits - Sou	20,000	18,770	22,703	4,000	22,770	YTD ACTUAL INCLUDES 10K SOUTH ARTS INC - 23-24 SOUTH.CIRCUIT PA
100-5-7520-522145 Special Promotions	6,500	5,000	4,476	0	5,000	
100-5-7520-522160 Special Events - Counc	18,000	20,000	7,401	0	20,000	
100-5-7520-522200 Repairs & Maintenance	3,000	3,000	1,862	0	3,000	
100-5-7520-523200 Communications	2,500	2,500	984	(800)	1,700	Monthly Run Rate is 137.46 - 800.00 Decrease - VERIZONo
100-5-7520-523300 Advertising	14,000	20,000	14,250	0	20,000	
100-5-7520-523400 Printing & Binding	2,500.00	200	0	0	200	
100-5-7520-523500 Travel	2,000	2,000	172	0	2,000	
100-5-7520-523600 Dues & Fees	2,000	1,800	2,643	1,500	3,300	
100-5-7520-523700 Education & Training	2,000	2,000	395	0	2,000	
100-5-7520-523850 Contract Labor	1,000	1,000	0	0	1,000	
TOTAL CONTRACTED SERVICES	**180,680**	**205,550**	**146,350**	**(800)**	**204,750**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
SUPPLIES & MINOR EQPT						
100-5-7520-531100 Supplies	3,500	2,500	2,571	1,000	3,500	
100-5-7520-531200 Supplies - Christ Chur	1,000	1,000	0	0	1,000	
100-5-7520-531220 Natural Gas	1,800.00	1,800	1,281	300	2,100	Monthly Run Rate is 170.08 - 300.00 Decrease - Fireside Natural Gas
100-5-7520-531230 Electricity	6,800	6,800	3,986	(2,000)	4,800	Monthly Run Rate is 193.13 - 2,000 Decrease - Georgia Power
100-5-7520-531270 Gasoline/Diesel	1,800	1,800	1,123	0	1,800	
100-5-7520-531300 Operating Lease	2,500	2,500	1,730	200	2,700	Monthly Run Rate is 220.57 - 200 Increase - CIT Technology
100-5-7520-531600 Small Equipment<5000	2,600	2,500	2,229	0	2,500	
100-5-7520-531700 Other Supplies	500	500	794	300	800	
TOTAL SUPPLIES & MINOR EQPT	**20,500**	**19,400**	**13,714**	**(200)**	**19,200**	
CAPITAL OUTLAYS > $5000						
100-5-7520-541200 Site Improvements	25,000	25,000	11,100	0	25,000	BEAUTIFICATION - PLANTERS BED - POTS
100-5-7520-542200 Vehicles		0	0	0	0	
100-5-7520-542300 Furniture & Fixtures	250	13,244	207	0	13,244	UPGRADES TO CITY HALL
TOTAL CAPITAL OUTLAYS > $5000	**25,250**	**38,244**	**11,307**	**0**	**38,244**	
OTHER COSTS (NOC)						
100-5-7520-575100 Hapeville Community Im	0	5,000	0	0	5,000	CID - SEE CM PER ADRIENNE?
TOTAL OTHER COSTS (NOC)	**0**	**5,000**	**0**	**0**	**5,000**	
TOTAL ECONOMIC DEVELOPMENT	**429,815**	**543,328**	**331,209**	**(9,877)**	**533,451**	Original Budget includes staff increase requests.

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - MAIN STREET						
CONTRACTED SERVICES						
100-5-7550-521309 Art Grant-Fulton Count	0	0	0	0	0	
100-5-7550-521400 GM Grant Exp-Main Stre	0	0	0	50,000	50,000	New General Motors on Main Street Grant Projected Expenses
100-5-7550-522000 Festivals	37,000	33,930	19,366	0	33,930	BUTTERFLY PARADE, FREE ART HAPEVILLE EVENTS
100-5-7550-523300 Advertising	500	2,000	0	0	2,000	
100-5-7550-523400 Printing & Binding	300	1,000	0	0	1,000	
100-5-7550-523500 Travel	1,800	2,000	0	0	2,000	
100-5-7550-523600 Dues & Fees	600	600	0	0	600	
100-5-7550-523700 Education & Training	0	1,000	0	0	1,000	
100-5-7550-523850 Contract Labor	0.00	2,000	0	0	2,000	
TOTAL CONTRACTED SERVICES	**40,200**	**42,530**	**19,366**	**50,000**	**92,530**	
SUPPLIES & MINOR EQPT						
100-5-7550-531100 Supplies	500	1,500	0	0	1,500	
100-5-7550-531700 Other Supplies	0	300	0	0	300	
TOTAL SUPPLIES & MINOR EQPT	**500**	**1,800**	**0**	**0**	**1,800**	
CAPITAL OUTLAYS > $5000						
100-5-7550-541200 Site Improvements	10,000	14,000	3,813	0	14,000	PLANTERS, DEPOT IMPROVEMENTS, SIGNAGE
TOTAL CAPITAL OUTLAYS > $5000	**10,000**	**14,000**	**3,813**	**0**	**14,000**	
TOTAL MAIN STREET	**50,700**	**58,330**	**23,178**	**50,000**	**108,330**	New General Motors Main Street Grant Expenses with Offsetting Grant Revenues - net zero budget impact

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
INTERFUND TRANSACTIONS						
100-5-9100-590210 Trsf to Asset Forf. Fd	0	0	0	0	0	
100-5-9100-590301 Transfer to Cap Proj F	1,045,390	0	0	0	0	
TOTAL INTERFUND TRANSACTIONS	**1,045,390**	**0**	**0**	**0**	**0**	
OTHER FINANCING USES						
100-5-9100-611215 Transfer to E911	544,959	687,815	0	(687,815)	0	Moved Original Approved Budget of $688K - (Transfer to E911) to 3210 Police Department - Updated Transfer Amount is $571 under 3210 Police. This represents an overall decrease of $117K of GF expenditures to 215 E-911 Fund
TOTAL OTHER FINANCING USES	**544,959**	**687,815**	**0**	**(687,815)**	**0**	
TOTAL OTHER FINANCING USES	**1,590,350**	**687,815**	**0**	**(687,815)**	**0**	
TOTAL EXPENDITURES	**19,095,761**	**19,118,431**	**11,992,690**	**(85,032)**	**19,033,399**	
REVENUE OVER/(UNDER) EXPENDITURES	**1,850,230**	**15,531**	**971,726**	**(15,531)**	**(0)**	Fund 100 - Available Fund Balance at FYE 06/30/2023 = 4,341,302.48 - Last Year's Fund Balance Add Per Audit = 2.3M

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
201-SPECIAL REVENUE FUNDS						
REVENUES						
INTERGOVERNMENTAL REV						
201-0-0000-334105 Bright Start Grant Inc	14,000	9,500	5,896	0	9,500	
TOTAL INTERGOVERNMENTAL REV	**14,000**	**9,500**	**5,896**	**0**	**9,500**	
OTHER FINANCING SOURCES						
201-0-0000-395201 PY Fund Balance Alloc	0	0	0	0	0	
TOTAL OTHER FINANCING SOURCES	**0**	**0**	**0**	**0**	**0**	
TOTAL REVENUE	**14,000**	**9,500**	**5,896**	**0**	**9,500**	
201-SPECIAL REVENUE FUNDS						
DEPARTMENT - SPECIAL REVENUE						
DEPARTMENTAL EXPENDITURES						
DEBT SERVICE						
201-5-5910-580565 Bright Start- Expendit	14,000	9,500	6,508	0	9,500	
TOTAL DEBT SERVICE	**14,000**	**9,500**	**6,508**	**0**	**9,500**	
TOTAL SPECIAL REVENUE	**14,000**	**9,500**	**6,508**	**0**	**9,500**	
TOTAL EXPENDITURES	**14,000**	**9,500**	**6,508**	**0**	**9,500**	
REVENUE OVER/(UNDER) EXPENDITURES	**0**	**0**	**(612)**	**0**	**0**	Fund 201 - Available Fund Balance at FYE 06/30/2023 = 10,909.68 - Last Year's Fund Balance Add = 3.3K

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
205-TAX ALLOCATION DISTRICT						
REVENUES						
TAXES						
205-0-0000-313205 TAD Revenue	0	0	20,204	20,204	20,204	
TOTAL TAXES	0	0	20,204	20,204	20,204	
TOTAL REVENUE	0	0	20,204	20,204	20,204	
DEPARTMENTAL EXPENDITURES						
CONTRACTED SERVICES						
205-5-4900-521200 Professional Services	0	0	0	20,204	20,204	
TOTAL CONTRACTED SERVICES	0	0	0	20,204	20,204	
SUPPLIES & MINOR EQPT						
205-5-4900-531600 Small Equipment < 5000	0	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	0	0	0	0	0	
TOTAL EXPENDITURES	0	0	0	20,204	20,204	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	20,204	0	0	Fund 205 - Available Fund Balance at FYE 06/30/2023 = 35,051.43 - Last Year's Fund Balance Add = 0.00

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
210-ASSET FORFEITURE FUND						
REVENUES						
FINES AND FORFEITURES						
210-0-0000-351330 ASSETS SEIZED	4,891	0	0	0	0	
TOTAL FINES AND FORFEITURES	**4,891**	**0**	**0**	**0**	**0**	
INVESTMENT INCOME						
210-0-0000-361100 INTEREST REVENUE	10	5	1	0	5	
TOTAL INVESTMENT INCOME	**10**	**5**	**1**	**0**	**5**	
OTHER FINANCING SOURCES						
210-0-0000-395100 TRANSF FROM G/F	0	0	0	0	0	
210-0-0000-395210 PY Fund Balance Alloc	0	0	0	24,000	24,000	Fund Balance use of 24K due to 24K Drone Purchase with no matching revenues.
TOTAL OTHER FINANCING SOURCES	**0**	0	**0**	**24,000**	**24,000**	
TOTAL REVENUE	**4,901**	**5**	**1**	**24,000**	**24,005**	
DEPARTMENTAL EXPENDITURES						
CONTRACTED SERVICES						
210-5-3210-522200 REPAIR & MAINTENANCE	4,901	5	0	0	5	
TOTAL CONTRACTED SERVICES	**4,901**	**5**	**0**	**0**	**5**	
CAPITAL OUTLAYS > $5000						
210-5-3210-542500 VEHICLES & EQUIPMENT	0	0	23,696	24,000	24,000	Police Drone Equipment Purchase
TOTAL CAPITAL OUTLAYS > $5000	**0**	**0**	**23,696**	**24,000**	**24,000**	
TOTAL POLICE DEPARTMENT	**4,901**	**5**	**23,696**	**24,000**	**24,005**	
TOTAL EXPENDITURES	**4,901**	**5**	**23,696**	**24,000**	**24,005**	
REVENUE OVER/(UNDER) EXPENDITURES	**0**	**0**	**(23,695)**	**0**	**0**	Fund 210 - Available Fund Balance at FYE 06/30/2023 = 33,086.28 - Last Year's Fund Balance Add = 10.6K

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
215-E911 FUND						
REVENUES						
CHARGES FOR SERVICES						
215-0-0000-342500 E-911 Revenue	184,939	175,098	90,371	0	175,098	
TOTAL CHARGES FOR SERVICES	**184,939**	**175,098**	**90,371**	**0**	**175,098**	
OTHER FINANCING SOURCES						
215-0-0000-391100 Transfer from General	544,959	687,815	0	(116,325)	571,490	
TOTAL OTHER FINANCING SOURCES	**544,959**	**687,815**	**0**	**(116,325)**	**571,490**	
TOTAL REVENUE	**729,898**	**862,913**	**90,371**	**(116,325)**	**746,588**	
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
215-5-3800-511100 Regular Salaries - (Di	347,000	416,050	242,878	(6,269)	409,781	
215-5-3800-511300 Overtime - (Dispatch)	84,500	82,000	57,361	0	82,000	
215-5-3800-511335 Incentive Wages - (1 TP)	7,165	8,737	7,355	(1,382)	7,355	
215-5-3800-512100 Group Insurance	44,700	87,161	35,497	(613)	86,548	
215-5-3800-512200 Social Security FICA C	28,500	32,710	18,714	(474)	32,236	
215-5-3800-512300 Medicare	6,665	7,650	4,377	(111)	7,539	
215-5-3800-512400 Retirement Contributio	72,570	84,564	74,294	(10,006)	74,558	
215-5-3800-512700 Worker's Compensation	0	2,041	0	(44)	1,997	
TOTAL PERSONNEL SERVICES	**591,099**	**720,913**	**440,477**	**(18,899)**	**702,014**	
CONTRACTED SERVICES						
215-5-3800-521100 Contract Services	0	3,000	0	(1,000)	2,000	
215-5-3800-521200 Professioinal Services	300	100	324	224	324	
215-5-3800-523200 Communications	134,000	136,900	20,246	(96,900)	40,000	Monthly Run Rate is 3,328.87 - 200 Increase - AT&T, GA Technology, Language Line. Exorbitant charges from AT&T last year resulted in a credit of $7,500. Nikki to review and confirm.
215-5-3800-523700 Education & Training	0	0	250	250	250	
TOTAL CONTRACTED SERVICES	**134,300**	**140,000**	**20,819**	**(97,426)**	**42,574**	
SUPPLIES & MINOR EQPT						

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23	FY 2023-24	Current YTD	Amendment Request	FY 2023-24	EXHIBIT C
	Final Approved Budget	Current Approved Budget	02/27/2024	Increase (Decrease)	Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
215-5-3800-531100 Supplies	4,500	2,000	0	0	2,000	
TOTAL SUPPLIES & MINOR EQPT	**4,500**	**2,000**	**0**	**0**	**2,000**	
TOTAL EXPENDITURES	**729,898**	**862,913**	**461,296**	**(116,325)**	**746,588**	
REVENUE OVER/(UNDER) EXPENDITURES	**0**	**0**	**(370,925)**	**(0)**	**(0)**	Fund 215 - Available Fund Balance at FYE 06/30/2022 = 34,234.94 - - Last Year's Fund Balance Subtraction = 5.6K

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
220-ARP GRANT FUND						
REVENUES						
220-0-0000-381230 ARPA Boost Grant-Rec	156,016	70,000	31,984	0	70,000	
TOTAL MISC REVENUE	**156,016**	**70,000**	**31,984**	**0**	**70,000**	
TOTAL REVENUE	**156,016**	**70,000**	**31,984**	**0**	**70,000**	
DEPARTMENTAL EXPENDITURES						
DEPARTMENT - PARTICIPANT RECREATION						
CONTRACTED SERVICES						
220-5-6120-523700 Education-Training-Fie	88,490	39508	20,032	0	39,508	
TOTAL CONTRACTED SERVICES	**88,490**	**39508**	**20,032**	**0**	**39,508**	
CAPITAL OUTLAYS > $5000						
220-5-6120-542300 Furniture & Fixtures	10,469	9912	0	0	9,912	
220-5-6120-542400 Computers	57,057	20580	17,645	0	20,580	
TOTAL CAPITAL OUTLAYS > $5000	**67,526**	**30492**	**17,645**	**0**	**30,492**	
TOTAL PARTICIPANT RECREATION	**156,016**	**70000**	**37,677**	**0**	**70,000**	
TOTAL EXPENDITURES	**156,016**	**70,000**	**37,677**	**0**	**70,000**	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	(5,693)	0	0	Fund 220 - Available Fund Balance at FYE 06/30/2023 = 100.00

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
275-HOTEL & MOTEL TAX FUND						
REVENUES						
TAXES						
275-0-0000-314120 Hotel/Motel Taxes	3,680,574	3,468,000	1,717,062	187,374	3,655,374	
TOTAL TAXES	**3,680,574**	**3,468,000**	**1,717,062**	**187,374**	**3,655,374**	
TOTAL REVENUE	**3,680,574**	**3,468,000**	**1,717,062**	**187,374**	**3,655,374**	
DEBT SERVICE						
275-5-5910-580405 DMO -TCT Trf Out	1,610,251	1,517,250	0	(1,517,250)	0	TCT - 43.75% of Hotel/Motel Total Revenue. No longer Transfering or paying out of 290 Fund. ATL DMO Payment is now paid out of 275 Fund.
275-5-5910-580410 Tourism B-TPD Trf Out	690,108	650,250	321,949	35,133	685,383	TPD - 18.75 of of Hotel/Motel Total Revenue
275-5-5910-580415 Gen Fund Allocation	1,380,215	1,300,500	643,898	70,265	1,370,765	GF - 37.50% of of Hotel/Motel Total Revenue
275-5-5910-580420 Transfer to Gen Fd- 3%	0	0	0	0	0	
TOTAL DEBT SERVICE	**3,680,574**	**3,468,000**	**965,847**	**(1,411,852)**	**2,056,148**	
TOTAL HOTEL-MOTEL	**3,680,574**	**3,468,000**	**965,847**	**(1,411,852)**	**2,056,148**	
DEPARTMENT - ECONOMIC DEVELOPMENT						
DEPARTMENTAL EXPENDITURES						
CONTRACTED SERVICES						
275-5-7520-521200 Professional Services	0	**0**	751,214	**1,599,226**	**1,599,226**	ATL DMO - (43.75% of of Hotel/Motel Total Revenue)
TOTAL CONTRACTED SERVICES	**0**	**0**	**751,214**	**1,599,226**	**1,599,226**	
TOTAL ECONOMIC DEVELOPMENT	**0**	**0**	**751,214**	**1,599,226**	**1,599,226**	
TOTAL EXPENDITURES	**3,680,574**	**3,468,000**	**1,717,062**	**187,374**	**3,655,374**	
REVENUE OVER/(UNDER) EXPENDITURES	**0**	**0**	**(0)**	**0**	**0**	Fund 275 - Available Fund Balance at FYE 06/30/2023 = .15

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
280-VEHICLE EXCISE FUND						
INTERGOVERNMENTAL REV						
280-0-0000-333600 Car Rental Tax Revenue	208,000	275,000	57,644	0	275,000	
TOTAL INTERGOVERNMENTAL REV	**208,000**	**275,000**	**57,644**	**0**	**275,000**	
TOTAL REVENUE	**208,000**	**275,000**	**57,644**	**0**	**275,000**	
OTHER FINANCING USES						
280-5-9000-611290 Transfer to TPD	208,000	275,000	0	0	275,000	
TOTAL OTHER FINANCING USES	**208,000**	**275,000**	**0**	**0**	**275,000**	
TOTAL OTHER SOURCES & USES	**208,000**	**275,000**	**0**	**0**	**275,000**	
TOTAL EXPENDITURES	**208,000**	**275,000**	**0**	**0**	**275,000**	
REVENUE OVER/(UNDER) EXPENDITURES	**0**	**0**	**57,644**	**0**	**0**	Fund 280 - Available Fund Balance at FYE 06/30/2023 = .99

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	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
290-TRADE AND TOURISM						
INTERGOVERNMENTAL REV						
290-0-0000-336172 GHC Grant Revenue	0	0	2,250	2,250	2,250	New Georgia Humanities Grant Revenue - Depot Museum
TOTAL INTERGOVERNMENTAL REV	**0**	**0**	**2,250**	**2,250**	**2,250**	
OTHER FINANCING SOURCES						
290-0-0000-391280 DMO-TCT trf fr H/M	1,610,251	1,517,250	0	(1,517,250)	0	(43.75%). Moved to 275 Fund.
290-0-0000-391281 Transfer from Vehicle	208,000	275,000	0	0	275,000	Increased to match projected revenues
290-0-0000-391285 Tourism B=TPD trf fr H	690,108	650,250	321,949	35,133	685,383	Increased to match projected revenues-(18.75% of Total Hotel/Motel Revenue)
290-0-0000-391295 Transfer from Dev Auth	0	0	0	0	0	
TOTAL OTHER FINANCING SOURCES	**2,508,358**	**2,442,500**	**321,949**	**(1,482,117)**	**960,383**	
TOTAL REVENUE	**2,508,358**	**2,442,500**	**324,199**	**(1,479,867)**	**962,633**	
DEPARTMENTAL EXPENDITURES						
DEPARTMENT - Hoyt Smith Center						
PERSONNEL SERVICES						
290-5-6121-511100 Regular Employees	102,000	114,795	84,821	0	114,795	Original Budget includes staff increase requests.
290-5-6121-511200 Part Time Employees	36,000	185,036	45,626	3,303	188,339	
290-5-6121-511300 Overtime	8,000	7,500	4,889	0	7,500	
290-5-6121-511335 Incentive Wages-(1TP)	3,044	5,997	4,285	(1,712)	4,285	
290-5-6121-512100 Group Insurance	16,300	29,054	13,959	(205)	28,849	
290-5-6121-512200 Social Security FICA C	9,240	19,426	8,561	99	19,525	
290-5-6121-512300 Medicare	2,161	4,543	2,002	23	4,566	
290-5-6121-512400 Retirement Contributio	18,713	21,420	23,873	(2,500)	18,920	
290-5-6121-512700 Worker's Compensation	16,309	563	25,617	24,997	25,560	Roger Wayne Stephens Worker's Comp Claim
TOTAL PERSONNEL SERVICES	**211,767**	**388,334**	**213,633**	**24,005**	**412,339**	
CONTRACTED SERVICES						
290-5-6121-521200 Professional Services	1,500	400	470	100	500	
290-5-6121-522000 Festivals & Events	0	0	0	0	0	YTD Actuals of 11,524 to be reclassified to Repairs & Maintenance Per Tod.
290-5-6121-522160 Special Events	0	30,000	0	0	30,000	
290-5-6121-522200 Repairs and Maintenanc	94,000	140,000	77,259	0	140,000	Contracting landscaping services for parks+Responsible for additional buildings from Lee Per Tod
290-5-6121-523200 Communications	5,000	5,000	3,484	1,000	6,000	Monthly Run Rate is 492.55 - 1,000 Increase - Comcast
290-5-6121-523600 Dues & Fees	4,000	4,000	1,009	(2,000)	2,000	
TOTAL CONTRACTED SERVICES	**104,500**	**179,400**	**82,222**	**(900)**	**178,500**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
SUPPLIES & MINOR EQPT						
290-5-6121-531100 Supplies	9,654	10,000	6,726	0	10,000	
290-5-6121-531220 Natural Gas	0	7,500	0	0	7,500	
290-5-6121-531230 Electricity	0	7,500	0	0	7,500	
TOTAL SUPPLIES & MINOR EQPT	**9,654**	**25,000**	**6,726**	**0**	**25,000**	
CAPITAL OUTLAYS > $5000						
290-5-6121-541200 Site Improvements	58,400	150,000	18,275	0	150,000	Per Tod - Replacing all doors - inside and out.
290-5-6121-542300 Furniture & Fixtures	3,700	0	0	0	0	Possible Reclass to Repairs & Mainenance or Site Improvements. Waiting on Response from Tod
TOTAL CAPITAL OUTLAYS > $5000	**62,100**	**150,000**	**18,275**	**0**	**150,000**	
TOTAL Hoyt Smith Center	**388,020**	**742,734**	**320,855**	**23,105**	**765,839**	
DEPARTMENT - Depot Museum						
PERSONNEL SERVICES						
290-5-6172-511100 Regular Employees	4,000	65,000	42,500	0	65,000	
290-5-6172-511335 Incentive Wages-(1TP)	0	1,300	1,300	0	1,300	
290-5-6172-512100 Group Insurance	0	9,685	5,157	(69)	9,616	
290-5-6172-512200 Social Security FICA C	306	4,111	2,689	(0)	4,111	
290-5-6172-512300 Medicare	58	961	629	0	961	
290-5-6172-512400 Retirement Contributio	680	11,077	9,882	(1,159)	9,918	
290-5-6172-512700 Worker's Compensation	0	319	0	(2)	317	
TOTAL PERSONNEL SERVICES	**5,044**	**92,453**	**62,158**	**(1,230)**	**91,223**	
CONTRACTED SERVICES						
290-5-6172-521200 Professional Services	97	0	2,197	8,000	8,000	
290-5-6172-521402 GHC Grant Expenses	0	0	0	2,250	2,250	New Georgia Humanities Grant Expenses - Depot Museum - Honoria/Stipends-Postage/Supplies/Phone Charges
290-5-6172-522000 Festivals & Events	0	0	1,637	4,100	4,100	
290-5-6172-522160 Special Events	0	0	854	1,600	1,600	
290-5-6172-523200 Communications	200	0	282	500	500	Monthly Run Rate is 40.35 - 500 Increase - VERIZON
290-5-6172-523300 Advertising	0	0	55	1,000	1,000	
290-5-6172-523600 Dues & Fees	2,796	0	367	500	500	
TOTAL CONTRACTED SERVICES	**3,093**	**0**	**5,392**	**17,950**	**17,950**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
SUPPLIES & MINOR EQPT						
	0			**0**	**0**	
290-5-6172-531100 Supplies	199	30,000	5,331	(24,000)	6,000	
290-5-6172-531600 Small Equipment	0	0	3,994	5,000	5,000	Liberty Technologies - Amanda Singleton.
290-5-6172-531700 Other Supplies	0	0	632	9,000	9,000	
TOTAL SUPPLIES & MINOR EQPT	**199**	**30,000**	**9,957**	**(10,000)**	**20,000**	
CAPITAL OUTLAYS > $5000						
290-5-6172-541200 Site Improvements	**0**	**0**	**0**	**0**	**0**	
290-5-6172-542300 Furniture & Fixtures	**0**	**0**	0	**0**	**0**	
TOTAL CAPITAL OUTLAYS > $5000	**0**	**0**	**0**	**0**	**0**	
TOTAL Depot Museum	**8,336**	**122,453**	**77,507**	**6,720**	**129,173**	
DEPARTMENT - Economic Development						
CONTRACTED SERVICES						
290-5-7520-521200 Professional Services	1,610,251	1,517,250	0	(1,517,250)	0	(43.75%). Exp Moved to 275 Fund
290-5-7520-522200 Repairs and Maintenanc	0	5,000	0	0	5,000	
290-5-7520-523600 Dues and Fees	10,000	9,199	10,000	801	10,000	Atlanta Aerotropolis FY24
TOTAL CONTRACTED SERVICES	**1,620,251**	**1,531,449**	**10,000**	**(1,516,449)**	**15,000**	
SUPPLIES & MINOR EQPT						
290-5-7520-531100 Supplies	775	986	0	0	986	
TOTAL SUPPLIES & MINOR EQPT	**775**	**986**	**0**	**0**	**986**	
CAPITAL OUTLAYS > $5000						
290-5-7520-541200 Site Improvements	50,000	44,878	1,772	6,757	51,635	
290-5-7520-541245 748 VA - Remediation	0	0	0	0	0	
290-5-7520-541246 748 VA - Construction	0	0	0	0	0	
290-5-7520-541280 Theatre - 599 N Centra	575	0	0	0	0	
TOTAL CAPITAL OUTLAYS > $5000	**50,575**	**44,878**	**1,772**	**6,757**	**51,635**	
DEBT SERVICE						
290-5-7520-580520 748 VA Ave Const Fundg	315,000	0	0	0	0	
TOTAL DEBT SERVICE	**315,000**	**0**	**0**	**0**	**0**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
OTHER FINANCING USES						
290-5-7520-611295 Transfer to Dev Auth	0	0	0	0	0	
TOTAL OTHER FINANCING USES	**0**	**0**	**0**	**0**	**0**	
TOTAL Economic Development	**1,986,601**	**1,577,314**	**11,772**	**(1,509,692)**	**67,622**	
TOTAL EXPENDITURES	**2,382,958**	**2,442,500**	**410,134**	**(1,479,867)**	**962,633**	
REVENUE OVER/(UNDER) EXPENDITURES	**125,401**	**0**	**(85,935)**	**(0)**	**(0)**	Fund 290 - Available Fund Balance at FYE 06/30/2022 = 1,062,405.08

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FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
295-DEVELOPMENT AUTHORITY						
REVENUES						
INVESTMENT INCOME						
295-0-0000-361100 Interest on Note	0	0	45	0	0	
TOTAL INVESTMENT INCOME	**0**	**0**	**45**	**0**	**0**	
MISC REVENUE						
295-0-0000-381001 Rental Income	0	0	8,000	0	0	
295-0-0000-381100 Mortgage Income	0	0	7,980	0	0	
295-0-0000-381101 Cell Tower Lease - MPa	0	0	21,732	0	0	
295-0-0000-381102 Cell Phone Lease - PD	0	0	12,433	0	0	
295-0-0000-381110 Misc Revenue	0	0	0	0	0	
TOTAL MISC REVENUE	**0**	**0**	**50,145**	**0**	**0**	
OTHER FINANCING SOURCES						
295-0-0000-392200 Proceeds From Property	0	0	5,000	0	0	
295-0-0000-395108 Trf from Gen Fd-2019A	0	0	93,200	0	0	
295-0-0000-395109 Trf from Gen Fd-2019B	0	0	240,000	0	0	
295-0-0000-395114 Trf from Gen Fd - 2014	0	0	49,000	0	0	
295-0-0000-395202 Trf from GF 2022 Bond	0	0	58,650	0	0	
295-0-0000-395508 Trf from W&S - 2019A	0	0	106,800	0	0	
295-0-0000-395509 Trf from W&S - 2019 B	0	0	0	0	0	
295-0-0000-395514 Trf fr W&S -2014	0	0	343,000	0	0	
TOTAL OTHER FINANCING SOURCES	**0**	**0**	**895,650**	**0**	**0**	
TOTAL REVENUE	**0**	**0**	**945,840**	**0**	**0**	
DEPARTMENT - Operating Expense						
SUPPLIES & MINOR EQPT						
295-5-7520-531200 Bank Charges	0	0	602	0	0	
295-5-7520-531300 Closing Costs and Fees	0	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	**0**	**0**	**602**	**0**	**0**	
CAPITAL OUTLAYS > $5000						
295-5-7520-541245 Remediation - 748 VA	0	0	0	0	0	
295-5-7520-541246 Construction - 748 VA	0	0	0	0	0	
TOTAL CAPITAL OUTLAYS > $5000	**0**	**0**	**0**	**0**	**0**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
OTHER COSTS (NOC)						
295-5-7520-575200 Loss on Sale	0	0	73,733	0	0	
TOTAL OTHER COSTS (NOC)	0	0	**73,733**	**0**	**0**	
DEBT SERVICE						
295-5-7520-582108 Principal - 2019 B Bon	0	0	370,000	0	0	
295-5-7520-582109 Interest Exp - 2019 B	0	0	15,162	0	0	
295-5-7520-582207 Principal - 2019A Bond	0	0	280,000	0	0	
295-5-7520-582208 Int Exp - 2019A Bonds	0	0	17,658	0	0	
295-5-7520-582400 Int Exp - 2014 Bonds	0	0	111,549	0	0	
295-5-7520-582410 Principal - 2014 Bonds	0	0	475,000	0	0	
TOTAL DEBT SERVICE	**0**	**0**	**1,386,669**	**0**	**0**	
INTERFUND TRANSACTIONS						
295-5-7520-595100 T'fer Proceeds to GF	0	0	461,205	0	0	
TOTAL INTERFUND TRANSACTIONS	**0**	**0**	**461,205**	**0**	**0**	
TOTAL EXPENDITURES	**0**	**0**	**1,922,208**	**0**	**0**	
REVENUE OVER/(UNDER) EXPENDITURES	**0**	**0**	**(976,369)**	**0**	**0**	Fund 295 - Fund Balance at FYE 06/30/2023 = (5,119,536.15)

CITY OF HAPEVILLE
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EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
301-CAPITAL PROJECTS FUND						
REVENUES						
INTERGOVERNMENTAL REV						
301-0-0000-331347 DOT - LMIG Program Rev	74,000	74,000	78,500	4,500	78,500	Projected Increase to 78,500.00. Expecting LMIG Revenue by month end - 01/2024 Per Lee
301-0-0000-331486 CDBG - Sidewalks--CDBG	65,000	100,000	0	0	100,000	
301-0-0000-331488 CDBG Revenues	0	0	1,800	1,800	1,800	CDBG COVID Grant
TOTAL INTERGOVERNMENTAL REV	**139,000**	**174,000**	**80,300**	**6,300**	**180,300**	
OTHER FINANCING SOURCES						
301-0-0000-391125 Transfers from General	1,045,390	0	0	0	0	
301-0-0000-391350 Transfer from T-SPLOST	97,000	196,655	0	0	196,655	
TOTAL OTHER FINANCING SOURCES	**1,142,390**	**196,655**	**0**	**0**	**196,655**	
TOTAL REVENUE	**1,281,390**	**370,655**	**80,300**	**6,300**	**376,955**	
CAPITAL OUTLAYS > $5000						
301-5-5920-541285 S Central CDBG Grant E	0	0	0	0	0	
301-5-5920-541360 CDBG	1,110,735	200,000	25,587	1,800	201,800	
301-5-5920-541375 DOT -LMIG Program Expe	170,655	170,655	134,672	4,500	175,155	T-SPLOST Eligible
TOTAL CAPITAL OUTLAYS > $5000	**1,281,390**	**370,655**	**160,259**	**6,300**	**376,955**	
TOTAL EXPENDITURES	**1,281,390**	**370,655**	**160,259**	**6,300**	**376,955**	
REVENUE OVER/(UNDER) EXPENDITURES	**0**	**0**	**(79,959)**	**0**	**0**	Fund 301 - Available Fund Balance at FYE 06/30/2023 = 191,248.19

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	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
350-T-SPLOST						
REVENUES						
TAXES						
350-0-0000-313500 T-SPLOST 2 Revenue	1,435,000	1,380,000	720,225	0	1,380,000	
TOTAL TAXES	**1,435,000**	**1,380,000**	**720,225**	**0**	**1,380,000**	
OTHER FINANCING SOURCES						
350-0-0000-395250 PY Fund Balance Alloc	0	196,655	0	0	196,655	
TOTAL OTHER FINANCING SOURCES	**0**	**196,655**	**0**	**0**	**196,655**	
TOTAL REVENUE	**1,435,000**	**1,576,655**	**720,225**	**0**	**1,576,655**	
DEPARTMENTAL EXPENDITURES						
CAPITAL OUTLAYS > $5000						
350-5-5920-541202 Loop Road-Paving-TSP 2	**109,000**	500,000	0	**(380,000)**	**120,000**	
350-5-5920-541205 Dogwood-Ped. Imp-TSP 2	**86,000**	350,000	102,824	**380,000**	**730,000**	More Pedestrian Improvement Projects - South Central Gateway & Sidewalk Project
350-5-5920-541208 Traffic Signage-TSP 2	**80,000**	80,000	14,000	**0**	**80,000**	
350-5-5920-541272 Earmark Loop Road	663,000	0	0	0	0	
350-5-5920-542100 TSPLOST - Technical	30,000	0	0	0	0	
350-5-5920-542102 TSPLOST-Tech-TSP 2	370,000	450,000	0	0	450,000	
TOTAL CAPITAL OUTLAYS > $5000	**1,338,000**	**1,380,000**	**116,824**	**0**	**1,380,000**	
INTERFUND TRANSACTIONS						
350-5-9100-590301 Transfer to Capital Pr	97,000	196,655	0	0	196,655	
TOTAL INTERFUND TRANSACTIONS	**97,000**	**196,655**	**0**	**0**	**196,655**	
TOTAL OTHER FINANCING USES	**97,000**	**196,655**	**0**	**0**	**196,655**	
TOTAL EXPENDITURES	**1,435,000**	**1,576,655**	**116,824**	**0**	**1,576,655**	
REVENUE OVER/(UNDER) EXPENDITURES	**0**	**0**	**603,401**	**0**	**0**	Fund 350 - Available Fund Balance at FYE 06/30/2023 = 1,410,049.17

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
505-WATER & SEWER FUND						
REVENUES						
CHARGES FOR SERVICES						
505-0-0000-341191 Return Check Fees	600	500	238	0	500	
505-0-0000-341900 Water/Sewer Misc	24,300	24,100	1,600	0	24,100	
505-0-0000-342295 Transfer from Developm	0	750,000	0	0	750,000	
505-0-0000-344210 Water Charges	3,060,000	2,929,395	2,229,999	0	2,929,395	
505-0-0000-344211 Water Tap Fee	70,000	200,000	30,000	0	200,000	
505-0-0000-344230 Sewage Charges	1,845,516	1,845,516	1,085,129	0	1,845,516	
505-0-0000-344231 Sewer Tap Fee	162,000	75,000	4,025	0	75,000	
505-0-0000-344290 Late Fee	90,000	150,000	66,550	0	150,000	
TOTAL CHARGES FOR SERVICES	**5,252,416**	**5,974,511**	**3,417,541**	**0**	**5,974,511**	
MISC REVENUE						
505-0-0000-389000 M.O.S.T.	706,000	960,000	555,177	0	960,000	
TOTAL MISC REVENUE	**706,000**	**960,000**	**555,177**	**0**	**960,000**	
TOTAL REVENUE	**5,958,416**	**6,934,511**	**3,972,718**	**0**	**6,934,511**	
505-WATER & SEWER FUND						
DEPARTMENT - SEWAGE COLLECTION & DISPO						
SUPPLIES & MINOR EQPT						
505-5-4330-531210 Water/Sewerage	640,000	600,000	59,828	0	600,000	
TOTAL SUPPLIES & MINOR EQPT	**640,000**	**600,000**	**59,828**	**0**	**600,000**	
CAPITAL OUTLAYS > $5000						
505-5-4330-542500 Equipment	0	0	28,567	29,000	29,000	2018 Ditch Witch Vacuum Truck (28,567) to Replace F150 Truck Expected Purchase (34K)
TOTAL CAPITAL OUTLAYS > $5000	0	0	**28,567**	**29,000**	**29,000**	
TOTAL SEWAGE COLLECTION & DISPO	**640,000**	**600,000**	**88,395**	**29,000**	**629,000**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPARTMENT - WATER SUPPLY						
PERSONNEL SERVICES						
505-5-4420-511100 Regular Employees	382,000	421,990	253,591	3	421,993	
505-5-4420-511300 Overtime	62,000	60,000	58,882	20,000	80,000	GETTING OUT OF OLD FACILITY INTO THE NEW
505-5-4420-511335 Incentive Wages-(1TP)	7,425	8,440	7,517	(923)	7,517	
505-5-4420-512100 Group Insurance	74,500	87,161	50,878	(613)	86,548	
505-5-4420-512200 Social Security FICA C	27,988	30,407	19,053	1,183	31,590	
505-5-4420-512300 Medicare	6,545	7,111	4,456	277	7,388	
505-5-4420-512400 Retirement Contributio	74,675	81,835	75,838	(5,728)	76,107	
505-5-4420-512700 Worker's Compensation	0	2,070	0	(13)	2,057	
TOTAL PERSONNEL SERVICES	**635,134**	**699,014**	**470,215**	**14,186**	**713,200**	
CONTRACTED SERVICES						
505-5-4420-521200 Professional	270,000	280,000	35,994	(80,000)	200,000	Additional Projects need engineered
505-5-4420-522200 Repairs & Maintenance	1,222,000	800,000	226,268	0	800,000	Willingham water line.
505-5-4420-522203 M.O.S.T. Expenses	0	0	837,025	1,018,719	1,018,719	M.O.S.T. EXPENSES OF 1,018,719-MOVED FROM 505-5-4420-541400 Infrastructure PER AUDIT
505-5-4420-523200 Communications	43,000	43,000	26,927	(5,000)	38,000	Monthly Run Rate is 3,115.87 - 5,000 Decrease - VERIZON, Comcast
505-5-4420-523210 Information Technology	0	20,740	510	(10,000)	10,740	
505-5-4420-523400 Printing & Binding	1,000	2,500	4,491	2,500	5,000	
505-5-4420-523500 Travel	0	0	155	160	160	UNICOI LODGE/L EUBANKS
505-5-4420-523600 Dues & Fees	6,000	6,000	6,668	700	6,700	
505-5-4420-523700 Education & Training	2,000	2,000	1,454	0	2,000	
505-5-4420-523750 Bad Debt Expense	26,000	0	0	0	0	
505-5-4420-523900 Other	0	6,000	0	(6,000)	0	
TOTAL CONTRACTED SERVICES	**1,570,000**	**1,160,240**	**1,139,491**	**921,079**	**2,081,319**	
SUPPLIES & MINOR EQPT						
505-5-4420-531100 Supplies	115,000	150,000	99,310	0	150,000	
505-5-4420-531210 Water/Sewer	0	0	0	0	0	
505-5-4420-531220 Natural Gas	12,000	11,500	6,371	(1,000)	10,500	Monthly Run Rate is 842.92 - 1,000 Decrease - Fireside Natural Gas
505-5-4420-531230 Electricity	15,500	20,000	10,777	(1,500)	18,500	Monthly Run Rate is 1,502.18 - 1,500 Decrease - Georgia Power
505-5-4420-531270 Gasoline/Diesel	40,000	43,000	32,120	5,000	48,000	Monthly Run Rate is 3,986.07 - 5,000 Increase - Citgo
505-5-4420-531600 Small Equipment<5000	14,000	0	8,790	8,800	8,800	United Rentals, Inc.
TOTAL SUPPLIES & MINOR EQPT	**196,500**	**224,500**	**157,367**	**11,300**	**235,800**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
CAPITAL OUTLAYS > $5000						
505-5-4420-541400 Infrastructure	0	1,018,719	0	(1,018,719)	0	MOVE M.O.S.T. EXPENSES TO NEW GL ACCOUNT 505-5-4420-522203 M.O.S.T. EXPENSE
505-5-4420-541600 Infrastructure-CIP-ATL	0	50,000	222,425	173,000	223,000	
505-5-4420-542200 Vehicles	0	34,000	0	(34,000)	0	Moved Budget to 505-5-4330-542500 Equipment for 2018 Ditch Witch Vacuum Truck to Replace F150 Truck Expected Purchase (34K)
505-5-4420-542400 Computers	0	0	0	0	0	
TOTAL CAPITAL OUTLAYS > $5000	**0**	**1,102,719**	**222,425**	**(879,719)**	**223,000**	
DEPRECIATION & AMORT						
505-5-4420-561000 Depreciation	393,000	465,000	0	25,000	490,000	
TOTAL DEPRECIATION & AMORT	**393,000**	**465,000**	**0**	**25,000**	**490,000**	
DEBT SERVICE						
505-5-4420-580600 PRIN & INT EXP GEFA	13,000	61,440	40,955	0	61,440	GEFA - Per Payment Schedule
505-5-4420-582109 Trf to Dev Auth-2019A	161,000	161,000	106,800	0	161,000	Total 2019A Bond Due 297,658 x 53.40%
505-5-4420-582295 Transfer to Developmen	0	0	0	0	0	
505-5-4420-583100 Trf to Dev Auth 2014 A	522,000	518,000	343,000	0	518,000	Total 2014 Bond Due 586,548.75 x 87.5%
TOTAL DEBT SERVICE	**696,000**	**740,440**	**490,755**	**0**	**740,440**	
505-WATER & SEWER FUND						
DEPARTMENT - WATER SUPPLY						
DEPARTMENTAL EXPENDITURES						
TOTAL WATER SUPPLY	**3,490,634**	**4,391,913**	**2,480,254**	**91,846**	**4,483,759**	
505-WATER & SEWER FUND						
DEPARTMENT - WATER DISTRIBUTION						
SUPPLIES & MINOR EQPT						
505-5-4440-531510 Water Purchases For Re	1,670,000	1,800,000	1,055,246	0	1,800,000	City of Atl Price Increase - Selling More Water
TOTAL SUPPLIES & MINOR EQPT	**1,670,000**	**1,800,000**	**1,055,246**	**0**	**1,800,000**	

CITY OF HAPEVILLE

FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
CAPITAL OUTLAYS > $5000						
505-5-4440-542500 Equipment	0	10,000	0	0	10,000	
TOTAL CAPITAL OUTLAYS > $5000	**0**	**10,000**	**0**	**0**	**10,000**	
TOTAL WATER DISTRIBUTION	**1,670,000**	**1,810,000**	**1,055,246**	**0**	**1,810,000**	
TOTAL EXPENDITURES	**5,800,634**	**6,801,913**	**3,623,894**	**120,846**	**6,922,759**	
REVENUE OVER/(UNDER) EXPENDITURES	**157,782**	**132,598**	**348,824**	**(120,846)**	**11,752**	Fund 505 - Fund Balance/Retained Earnings at FYE 06/30/2023 = (173,197.57)

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

EXHIBIT C

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
506-STORMWATER FUND						
REVENUES						
CHARGES FOR SERVICES						
506-0-0000-344210 Stormwater Charges - CY	280,000	300,000	36,920	(40,000)	260,000	
506-0-0000-344210 Stormwater Charges - PY	0	0	66,237	100,000	100,000	63K EXPECTED TO BE RECLASSED FROM 344210 TO 344215
506-0-0000-344290 Late Fee	0	0	0	0	0	
TOTAL CHARGES FOR SERVICES	**280,000**	**300,000**	**103,156**	**60,000**	**360,000**	
TOTAL REVENUE	**280,000**	**300,000**	**103,156**	**60,000**	**360,000**	
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
506-5-4320-511100 Regular Employees	87,000	84,698	55,379	(0)	84,698	
506-5-4320-511300 Overtime	3,800	4,000	857	(2,000)	2,000	
506-5-4320-511335 Incentive Wages-(1TP)	1,645	1,694	1,694	(0)	1,694	
506-5-4320-512100 Group Insurance	13,800	19,369	11,237	(136)	19,233	
506-5-4320-512200 Social Security FICA C	5,731	5,604	3,470	(124)	5,480	
506-5-4320-512300 Medicare	1,340	1,311	812	(29)	1,282	
506-5-4320-512400 Retirement Contributio	15,307	15,097	13,171	(1,880)	13,217	
506-5-4320-512700 Worker's Compensation	0	416	1,011	597	1,013	
TOTAL PERSONNEL SERVICES	**128,624**	**132,188**	**87,631**	**(3,573)**	**128,615**	
CONTRACTED SERVICES						
506-5-4320-521200 Professional	150	150	0	0	150	
506-5-4320-521300 Technical	15,000	50,000	11,412	0	50,000	
506-5-4320-522200 Repairs & Maintenance	91,500	80,000	98,163	20,000	100,000	YTD Actual includes 68K Paid to The Cotbett Group LLC
TOTAL CONTRACTED SERVICES	**106,650**	**130,150**	**109,575**	**20,000**	**150,150**	
SUPPLIES & MINOR EQPT						
506-5-4320-531100 Supplies	0	4,004	0	0	4,004	
TOTAL SUPPLIES & MINOR EQPT	**0**	**4,004**	**0**	**0**	**4,004**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
CAPITAL OUTLAYS > $5000						
506-5-4320-542500 Equipment	0	11,000	0	(4,000)	7,000	
TOTAL CAPITAL OUTLAYS > $5000	**0**	**11,000**	**0**	**(4,000)**	**7,000**	
DEPRECIATION & AMORT						
506-5-4320-561000 Depreciation	29,100	29,100	0	3,900	33,000	
TOTAL DEPRECIATION & AMORT	**29,100**	**29,100**	**0**	**3,900**	**33,000**	
TOTAL EXPENDITURES	**264,374**	**306,442**	**197,205**	**16,327**	**322,769**	
REVENUE OVER/(UNDER) EXPENDITURES	**15,626**	**(6,442)**	**(94,049)**	**43,673**	**37,231**	Fund 506 - Available Fund Balance/Retained Earnings at FYE 06/30/2023 = 120,717.01

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
540-SOLID WASTE FUND						
REVENUES						
CHARGES FOR SERVICES						
540-0-0000-344110 Refuse Collection Char	530,000	518,149	307,382	0	518,149	
540-0-0000-344115 Refuse Collection - Mi	2,500	2,500	1,005	0	2,500	
540-0-0000-344130 Solid Waste Scrap	3,600	2,600	250	0	2,600	
540-0-0000-344140 Allied Waste Commissio	3,050	3,050	750	0	3,050	
540-0-0000-344150 Clean & Green Revenue	24,000	18,000	13,403	0	18,000	
540-0-0000-344290 Late Fee	11,000	10,000	7,681	0	10,000	
TOTAL CHARGES FOR SERVICES	**574,150**	**554,299**	**330,472**	**0**	**554,299**	
TOTAL REVENUE	**574,150**	**554,299**	**330,472**	**0**	**554,299**	
PERSONNEL SERVICES						
540-5-4510-511100 Regular Employees	12,500	10,093	6,601	0	10,093	
540-5-4510-511300 Overtime	500	2,000	298	(1,000)	1,000	
540-5-4510-511335 Incentive Wages-(1TP)	196	202	202	(0)	202	
540-5-4510-512100 Group Insurance	3,000	2,421	1,888	(17)	2,404	
540-5-4510-512200 Social Security FICA C	818	762	409	(62)	700	
540-5-4510-512300 Medicare	192	178	96	(14)	164	
540-5-4510-512400 Retirement Contributio	2,200	2,068	1,698	(365)	1,703	
540-5-4510-512700 Worker's Compensation	0	50	0	(1)	49	
TOTAL PERSONNEL SERVICES	**19,405**	**17,774**	**11,192**	**(1,458)**	**16,316**	
CONTRACTED SERVICES						
540-5-4510-521200 Professional Fees	437,830	440,000	255,109	0	440,000	
540-5-4510-522110 Disposal service	31,000	30,000	19,354	0	30,000	
540-5-4510-522200 Repairs & Maintenance	46,000	42,000	13,796	0	42,000	
TOTAL CONTRACTED SERVICES	**514,830**	**512,000**	**288,260**	**0**	**512,000**	
SUPPLIES & MINOR EQPT						
540-5-4510-531100 Supplies	11,000	20,000	108,470	180,000	200,000	PURCHASE OF GARBAGE & RECYCLING CARTS
540-5-4510-531270 Gasoline/Diesel	29,000	38,000	20,444	0	38,000	Monthly Run Rate is 2,715.75 - 5,000 Decrease - Citgo
TOTAL SUPPLIES & MINOR EQPT	**40,000**	**58,000**	**128,914**	**180,000**	**238,000**	

CITY OF HAPEVILLE
FY2023-2024 MID-YEAR PROPOSED BUDGET ADJUSTMENT REQUESTS - SUMMARY AND DETAIL - ALL FUNDS

	FY 2022-23 Final Approved Budget	FY 2023-24 Current Approved Budget	Current YTD 02/27/2024	Amendment Request Increase (Decrease)	FY 2023-24 Proposed Amended Budget	EXHIBIT C FY2023-24 Budget Explanation Justification for Major Increase Requests STAFF COMMENTS
DEPRECIATION & AMORT						
540-5-4510-561000 Depreciation	14,400	14,500	0	(13,700)	800	
TOTAL DEPRECIATION & AMORT	**14,400**	**14,500**	**0**	**(13,700)**	**800**	
TOTAL EXPENDITURES	**588,635**	**602,274**	**428,366**	**164,842**	**767,116**	
REVENUE OVER/(UNDER) EXPENDITURES	**(14,485)**	**(47,975)**	**(97,894)**	**(164,842)**	**(212,817)**	Fund 540 - Fund Balance/Retained Earnings at FYE 06/30/2023 = (66,823.08)

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. 2024-_______

AN ORDINANCE TO AMEND THE ANNUAL BUDGET FOR THE _2023_-_2024_ FISCAL YEAR TO REFLECT THE ADJUSTMENT OF REVENUE AND EXPENDITURES PURSUANT TO SECTION 17-2-3 OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL 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, the mayor and council approved the annual budget for the_2023_-_2024_ fiscal year on _06/20/2023; and

WHEREAS, accounting standards require the use of year-end adjustments for accrual accounting, and amendments to the Fiscal Year _2023_-_2024_ budget are needed to apply the adjustments to budgeted revenues and expenditures in compliance with State law; and

WHEREAS, every official act of the mayor and council which is to become law shall be by ordinance;

WHEREAS, the governing authority of the City finds it desirable to amend the _2023_-_2024_ fiscal year annual budget.

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

Section One. That the Fiscal Year _2023_-_2024_ Annual Budget be amended to reflect the adjustment of revenues and expenditures as follows:

See Attachment labeled as "**Exhibit A**". Exhibit A shall be incorporated fully herein by reference.

<u>Section Two</u>. <u>Codification and Certify.</u> This Ordinance adopted hereby shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City.

<u>Section Three</u>. <u>Severability.</u>

(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.

<u>Section Four</u>. <u>Repeal of Conflicting Ordinances.</u> All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

<u>Section Five</u>. <u>Effective Date.</u> The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this <u>5th</u> day of <u>March</u>, 2024.

CITY OF HAPEVILLE,
GEORGIA

____
Alan Hallman, Mayor

ATTEST:

Sharee Steed, City Clerk

APPROVED BY:

City Attorney

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 WORK 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

February 20, 2024 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:00 PM
2. **ROLL CALL:** All Members of Council were present, with the exception of Councilman Alexander which constituted a quorum.
   - ☑ Alan Hallman
   - ☑ Mike Rast
   - ☑ Brett Reichert
   - ☑ Mark Adams
   - ☒ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the February 20th Meeting.

   AMEND AGENDA:

   MOTION: Councilman Adams motioned to amend the agenda to remove agenda *item 4. I. Audit Results Presentation*; Alderman Rast provided a second. **Motion carried 3-0.**
4. **PRESENTATIONS:**

   ~~4.I.~~ ~~Audit Results Presentation~~- Removed
5. **PUBLIC HEARING:**

   5.I. Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning) - First Reading

   Background:
   Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Sections 93-1-2 (Definitions), 93-2-6 (Distance between buildings), 93-3.2-4 (Procedures regarding delays in use of condition), 93-9-4 (Development standards), 93-10-4 (Development standards), 93-11.1-6 (Area, placement, and buffering requirements), 93-11.1-7 (Development standards), 93-11.2-7 (Area, placement, and buffering requirements), 93-11.2-8 (Supplemental area requirements), 93-11.2-9 (Sidewalk requirements), 93-11.2-10 (Parking and curb cut requirements), 93-11.2-11 (Development standards), 93-11.2-7 (Area, placement, and buffering requirements), 93-11.2-8 (Supplemental area requirements), 93-11.2-9 (Sidewalk requirements), 93-11.2-10 (Parking and curb cut requirements), 93-11.2-11 (Reserved), 93-11.4-4 (Development standards), 93-11.5-6 (Area, placement, and buffering requirements), 93-11.5-7 (Supplemental area requirements), 93-11.5-8 (Sidewalk requirements), 93-11.5-9 (Parking and curb cut requirements), 93-11.5-10 (Greenspace and open space requirements), 93-11.5-11 (Development Standards), 93-22.1-1 (Dimensional requirements), 81-1-7 (Neighborhood conservation area), 81-1-8 (RSD and RMU zoned development) for the purpose of amending the Code of Ordinances.

   The Planning Commission considered this item on Tuesday, February 13, 2024, and recommended approval. Staff supports their recommendation.

Staff Comments: City Planner Dr. Lynn Patterson reminded the Council that a moratorium was initiated in May 2023 on multifamily residential developments, encompassing both single-family attached units and apartments. She explained that, following discussions in November, the zoning code underwent revisions aimed at improving regulations for high-quality multifamily development. The proposed amendments cover various aspects, including defining ownership structures for single-family attached units, setting visitor parking standards, adjusting minimum parking requirements based on bedrooms, enhancing green space and landscaping criteria, clarifying residential buffering requirements, promoting ground-floor commercial uses along specific streets, and introducing definitions related to electric vehicle charging stations and parking spaces for personal services such as beauty salons. The Planning Commission conducted a thorough review of these amendments, and the provided summary outlines the primary objectives of the proposed changes. Dr. Patterson acknowledged the Planning Commission's comprehensive review and invited any specific questions from the Mayor and Council.

Public Comments:

1. Lucy Dolan

DISCUSSION ITEM ONLY- No action was taken, and this stood as the First Reading.

5.II. Consideration on FY2023-2024 Budget Amendment – First Reading

Background:

Fiscal Year 2023-2024 budget was adopted on June 20, 2023. This adopted budget called for $19.1M in General Fund expenditures with revenues listed as $19.1M with no supplement by an apportionment from City Fund Balance. After finance reviewed revenues and expenditures and met with the City Manager and all department heads, we are presenting the following recommended adjustments to the City's General Fund budget.

As of February 20, 2024, Operational inflows are projected to be $17.8M, a decrease of $1.4M from adopted budget. The decrease in operational inflows primarily consists of lower than projected collections in Real and Personal Property Tax ($509K), lower than projected collections in Building Permits ($431K), lower than projected collections in Fines & Forfeitures – Court Fines ($57K) and lower than projected revenues in Other Financing Sources – Transfer from Development Authority ($385K). There was a $50K increase in Intergovernmental Revenues due to a new General Motors Main Street Grant.

A review of the City's expenditures and budget realignment has allowed Finance to project an overall decrease of 109K in General Fund expenditures. Explanations of these projected increase requests by department are included in your package.

The updated 2023-2024 budget will be uploaded to the City's Website after Mayor and Council Approval.

Staff Comments: Finance Director Randy Brewer briefed the Governing Body on the outcomes of a highly productive meeting with the City's department heads. The session delved into detailed budget numbers, revealing both increases and decreases in various departments compared to the initially approved budgets. Mr. Brewer provided a summary of items where increases occurred, emphasizing a noteworthy increase of $658,000 in the police department. This increment is primarily attributed to the E911 Georgia Fund, which typically lacks sufficient revenue for self-sustainment. The budget indicates a $571,000 transfer from the general fund to support E911, illustrating a shift in the funding approach. While the overall revenues are facing a shortfall of $101.4 million, the police department's increase plays a significant role, constituting almost half of the total shortfall. Mr. Brewer acknowledged the possibility of tapping into the Fund Balance to address the discrepancies, underscoring its importance in maintaining financial stability amid revenue challenges. Despite the potential use of Fund dollars, it was noted that the city experienced a net gain last year with an additional $2.2 million added to the fund.

City Manager Tim Young addressed the Governing Body, conveying less-than-optimistic news about the city's financial outlook. Despite a surplus of over a million dollars last year, the projections for this year indicate a deficit of essentially over a million. Mr. Young clarified an important point raised by Finance Director Randy Brewer, emphasizing that the $600,000 attributed to the police department is not an addition but a reallocation of funds for E-911. In the past, such transfers were typically represented under intergovernmental transfers, but to enhance transparency, these funds are now explicitly shown under the police department. This adjustment aims to provide a clearer understanding of how the overall budget is structured, especially regarding the operation of the E-911 group, which operates within the police department.

Public Comments: No public comments were made regarding this item.

DISCUSSION ITEM ONLY- No action was taken, and this stood as the First Reading.

6. QUESTIONS ON AGENDA ITEMS: None

7. CONSENT AGENDA:

7.I. Consideration and Action to Approve February 6th Council Meeting Minutes.

7.II. Consideration and Action to Approve February 6th Executive Session Meeting Minutes.

MOTION: Alderman Rast motioned to approve the consent agenda; Councilman Adams provided a second. **Motion carried 3-0.**

8. OLD BUSINESS:

9. NEW BUSINESS:

9.I. Consideration and Action to approve the rental request for "Spin the District Hapeville 2024."

Vice President of Marketing & Technology Andria Towne addressed the Council, expressing excitement about the upcoming year of Spin the District in Hapeville. She proposed changing the event schedule, shifting from the traditional Saturday morning to a Friday night. The primary motivation behind this adjustment is the growing participation in cycling, which increased by 25% last year. However, attracting spectators has been challenging, prompting the move to a Friday night to capture a broader audience in the Tri-Cities area. The idea is to engage residents and airport area employees who can attend after work. The inspiration for this change draws from successful nighttime races like the Athens Twilight. Although Hapeville's event is still evolving, the aim is to boost local participation, support local businesses, and transform it into a significant community event. Last year, participants came from 31 states and 17 countries, highlighting the event's international appeal. The proposed change aims to integrate this cycling event into the local community.

MOTION: Councilman Reichert motioned to approve the rental request for "Spin the District Hapeville 2024."; Councilman Adams provided a second. **Motion carried 3-0.**

9.II. Consideration and Action to Approve the Board Appointments.

- Board of Appeals

MOTION: Alderman Rast motioned to re-appoint Mike Simpson, Melanie Williams, Jason Morris, and appoint Chase Stell to the Board of Appeals; Councilman Reichert provided a second. **Motion carried 3-0.**

- Ethics Committee

MOTION: Alderman Rast motioned to re-appoint Jerome Newell, Raymond Farr, Robert Hall, and appoint Benjamin Smith, and Leon Willams to the Ethics Committee; Councilman Reichert provided a second. **Motion carried 3-0.**

- Hapeville Development Authority and Development Authority of the City of Hapeville

MOTION: Alderman Rast motioned to re-appoint James Newton, John Stalvey, Susan Bailey, and appoint Ricky Clark Cory Ellis, and Joy Rinehart to the Hapeville Development Authority and Development Authority of the City of Hapeville; Councilman Adams provided a second. **Motion carried 3-0.**

- Mayoral Appointment

MOTION: Councilman Adams motioned re-appoint Mayor Alan Hallman to the Hapeville Development Authority and Development Authority of the City of Hapeville; Alderman Rast provided a second. **Motion carried 3-0.**

- Personnel Board

MOTION: Councilman Adams motioned to re-appoint Anthony Marrero, Ellen Surber-Simpson, and appoint Elliot Gamble to the Personnel Board; Councilman Reichert provided a second. **Motion carried 3-0.**

- Planning Commission

MOTION: Councilman Adams motioned to re-appoint Jeanne Rast to the Planning Commission; Councilman Reichert provided a second. **Motion carried 2-0. Alderman Rast abstain his vote.**

- Design Review Committee

MOTION: Councilman Reichert motioned to re-appoint John Stalvey to the Design Review Committee; Ccouncilman Adams provided a second. **Motion carried 3-0.**

10. CITY MANAGER REPORTS: City Manager, Tim Young spoke about the Following items:
Spring Southern Circuit of Independent Filmmakers:
- **Date:** Friday, March 8th
- **Venue:** Historic Christ Church
- **Time:** 6:00 PM
- **Film** "Bridge Builders"

Second Annual Butterfly Parade:
- **Date:** March 23rd
- **Time:** 5:00 PM - 10:00 PM
- **Location:** Jess Lucas Park
- **Parade Time:** 8:10 PM

Butterfly Workshops:
- **Dates:** March 15th - March 21st
- **Details:** Visit www.hapeville.org for more information.

State of the City Address:
- **Expected Delivery Date**: April 2024
- **Details:** Stay tuned for the Mayor's delivery of the new State of the City address.

11. PUBLIC COMMENTS:
1. Jason Morris- *Submitted via email*
2. Chase Stell
3. Ricky Clark

12. MAYOR AND COUNCIL COMMENTS:
Alderman Rast expressed gratitude to all present at the evening's meeting. He extended appreciation to Katrina Bradbury for her longstanding and continuous service on the Development Authority board, spanning approximately 20 years. Alderman Rast conveyed sincere thanks for her dedicated contributions to the Development Authority throughout those years.
Councilman Adams shared his attendance at the Southern Circuit Film Festival screening of "Reading Rainbow" this past Friday, expressing his admiration for the amazing film. He expressed a wish for others to attend and share the experience. Councilman Adams highlighted his personal

connection to "Reading Rainbow," finding it nostalgic from his upbringing. He expressed his enjoyment and anticipation for future film screenings. Additionally, he reiterated Alderman Rast's sentiments regarding Katrina Bradberry, acknowledging the honor and privilege of working with her and expressing gratitude for her leadership within the Development Authority.

Councilman Reichert expressed gratitude to all applicants and participants across various boards, committees and commissions, acknowledging the often overlooked yet significant dedication and sacrifice required for these roles. He highlighted the importance of finding a meaningful way for the city to recognize their contributions, whether through a proclamation or another form of acknowledgment. Councilman Reichert emphasized the challenging month of January for small businesses. Encouraging residents to support local businesses, he noted that individual efforts, such as informing 10 people to spend locally in Hapeville, can collectively make a positive impact. Councilman Reichert concluded by expressing anticipation for upcoming events and thanking everyone for their presence at the meeting.

Mayor Hallman echoed the sentiments expressed by the Council during the meeting and extended appreciation to all the applicants who showed interest in serving on the boards. Recognizing the challenges involved in board service, especially on entities like the appeals board, Mayor Hallman commended individuals willing to make difficult decisions that contribute to the backbone of Hapeville. He also expressed gratitude to the staff for a successful start to the film series, highlighting its positive impact in showcasing Hapeville. Mayor Hallman specifically thanked Ms. Charlotte for her initiative in bringing the film series to the community. Furthermore, he acknowledged the staff's efforts in maintaining the cleanliness of the park, contributing to Hapeville's overall appeal. Lastly, Mayor Hallman congratulated Alderman Rast on the joyous occasion of welcoming another grandchild, extending best wishes for the expanding family.

13. EXECUTIVE SESSION: No executive session took place during this meeting.

14. ADJOURN:

MOTION: Councilman Adams motioned to adjourn at 7:05 PM; Councilman Reichert provided a second**. Motion carried 3-0.**

Respectfully submitted,

____

Alan Hallman, Mayor

____

Sharee Steed, City Clerk

MEMORANDUM OF AGREEMENT REGARDING PILOT PAYMENTS

SCP HAPEVILLE OWNER LLC, a Georgia limited liability company authorized to do business in the State of Georgia (the "**Company**"), is financing the acquisition, construction, development and installation of certain land, buildings, structures, machinery, fixtures, and equipment in connection with an approximately 285-unit mixed-use apartment community with approximately 5,000 square feet of retail space and an economic development project under O.C.G.A. § 36-62-2(6)(N) (the "**Project**") owned by the Development Authority of Fulton County (the "**Authority**") and leased to the Company. The Project is located at 397 North Central Avenue, Hapeville, Fulton County, Georgia 30354 and is comprised of the tax parcel listed on the signature page hereto.

The Company estimates that by July 15, 2023, it will have made or caused to be made aggregate capital expenditures of approximately $51,536,000 towards the construction, equipping and leasing of the Project on behalf of the Authority, for lease to the Company. The Project will generate approximately 23 new permanent employment opportunities and approximately 225 construction jobs for individuals able to present the paperwork necessary to obtain legal employment. In order to induce and facilitate the development of the Project within Fulton County, upon the Company's request the Authority is making available to the Company conduit taxable revenue bond financing in an amount not to exceed $51,536,000 (the "**Bond Financing**"), which covers all or a part of the anticipated capital investment at the Project.

Under the proposed transaction, the Company is transferring the Project and all components thereof, as now existing, to the Authority and the Authority and the Company are entering into a lease agreement (the "**Lease**") under which the Authority is leasing the Project to the Company. The Company's rental payments under the Lease will be an amount sufficient, and will be payable at such times, as will permit the Authority to pay the principal of and interest on the bonds issued as part of the Bond Financing (the "**Bonds**") as and when the same become due and payable. The Lease grants to the Company an option to acquire the Project at the termination of the Lease; provided that appropriate provision is made for the retirement of the Bonds prior to or in connection with any such conveyance of the Project at the termination of the Lease. The Lease contains provisions permitting the assignment of the Company's interest thereunder pursuant to certain conditions and requirements.

The receipt of the final certificate of occupancy with respect to the Project by the Company shall constitute the completion date (the "**Completion Date**") for purposes of this Memorandum. The term of the Lease expires on or about ten years from the date of the Completion Date.

The Authority is not subject to *ad valorem* taxation on its interest in either the real property or the personal property portions of the Project; however, the Company is subject to *ad valorem* taxation on its leasehold interest in the Project (the "**Leasehold Interest**"). In order to provide the Company with sufficient information and certainty upon which it based its decision to carry out the Project in Fulton County, the Company, the Authority and the Fulton County Board of

Assessors (the "**Board**") have entered into a Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated ___________, 2024 (the "**Tax Memorandum**"), which sets forth the methodology by which it is agreed that the Leasehold Interest of the Company in the Project will be valued for *ad valorem* property purposes. That methodology is summarized below:

1. It is expected that the Project will be completed by July 15, 2023. There will be no value to the Leasehold Interest of the Company in the Project prior to the Completion Date and thus, there will be no *ad valorem* real property or personal property taxes on any assets acquired by the Authority in connection with the Project prior to January 1 of the year immediately following the Completion Date (the "**Tax Commencement Date**"). Notwithstanding the foregoing, or anything herein to the contrary, to the extent that any property conveyed to the Authority as part of the Project was subject to *ad valorem* taxation in Fulton County prior to such conveyance, the Company has agreed in the Tax Memorandum that such property shall remain subject to taxation in Fulton County until the Tax Commencement Date, and the Company has agreed to tender timely tax payment amounts to Fulton County, based on the assessed value of such property for tax purposes immediately prior to the conveyance of such property to the Authority.

2. Beginning on the Tax Commencement Date, assets acquired by the Authority will be valued for *ad valorem* property tax purposes based on the following ten (10) year schedule. During each year, the Leasehold Interest of the Company in the assets acquired and owned by the Authority will be subject to taxation by the applicable governmental jurisdiction at the fair market value of the Leasehold Interest in that year as determined by the Board in accordance with the Tax Memorandum. The Tax Memorandum establishes that the fair market value of the Leasehold Interest of the Company in such assets shall increase as the lease term progresses and for any year will equal the "applicable percentage" for such year as described above and as set forth below, multiplied by the fair market value of the fee interest of such assets in such year. The "applicable percentage" in each year during this ten (10)-year period will be as follows:

First Year	50%
Second Year	55%
Third Year	60%
Fourth Year	65%
Fifth Year	70%
Sixth Year	75%
Seventh Year	80%
Eighth Year	85%
Ninth Year	90%
Tenth Year	95%

Following the tenth (10^{th}) year, the Leasehold Interest of the Company will be subject to taxation at 100% of the fair market value of the fee interest.

As a condition to the City of Hapeville, Georgia's (the "**City**") support for the above-described transaction, the Company has agreed to make payments in lieu of taxes ("**PILOT Payments**") to the City with respect to the portion of the *ad valorem* property taxes that would have been owed to the City if not for the agreed-upon valuation of the Company's Leasehold Interest in the Project pursuant to the Tax Memorandum. The Company agrees that their intent is to pay taxes to the City as if there were no abatement with the County. In order to memorialize such agreement and to set forth the methodology by which the annual amount of such PILOT Payments will be determined, the Company and the City propose to enter into this Memorandum. Such terms are as follows:

1. Prior to the Tax Commencement Date, to the extent that any property conveyed to the Authority as part of the Project was subject to *ad valorem* taxation in the City prior to such conveyance, such property shall remain subject to taxation in the City until the Tax Commencement Date, and the Company has agreed to tender timely tax payment amounts to the City, based on the assessed value of such property for tax purposes immediately prior to the conveyance of such property to the Authority.

2. Beginning in the year of the Tax Commencement Date, the Company shall make an annual PILOT Payment to the City equal to (a)(x) the fair market assessed value of the fee interest in the Project, (y) multiplied by 40% and (z) multiplied by the applicable millage rate of the City in such year, less (b) the City portion of the *ad valorem* taxes paid by the Company with respect to the Company's leasehold interest~~.~~

2. PILOT Payments shall be due on or before the date on which *ad valorem taxes* with respect to the Project are due and payable in each year. Such payment obligation shall be owed by the Company to the City and if not timely paid, the Company agrees that the City shall have all rights and remedies with respect thereto, including without limitation, the collection of penalties and interest, and the filing of a tax lien, the same as in the case of unpaid normal taxes.

The obligations of the Company under this Memorandum shall survive any transfer of the Project during the term of the Leasehold Interest. A written assignment of this Memorandum to any assignee of the Company under the Lease documents shall be a prior condition to the effectiveness of any such assignment.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Dated as of the ____day of __________, 2024.

CITY OF HAPEVILLE, GEORGIA

By: ___________________________________

Name: ________________________________

Title: _________________________________

SCP HAPEVILLE OWNER, LLC, a Georgia limited liability company

By: ___________________________________

Name:

Title:

Project Name: SCP Hapeville Owner, LLC

Fulton County Parcel ID #
14 0096-0006-002-6

{Doc: 03453568.DOCX}

STATE OF GEORGIA

CITY OF HAPEVILLE

ORDINANCE NO. 2024-___

AN ORDINANCE FOR THE REAPPOINTMENT OF BOARD MEMBERS OF THE CITY OF HAPEVILLE PURSUANT TO PART I ("CHARTER AND RELATED LAWS"), SUBPART A ("CHARTER"), ARTICLE II ("THE MAYOR AND COUNCIL"), CHAPTER 4 ("ORGANIZATION AND PROCEDURE"), SECTION 2-401 ("ANNUAL ORGANIZATIONAL MEETING") OF THE CITY CHARTER; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL 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, every official act of the Mayor and Council which is to become law shall be by ordinance;

WHEREAS, the Mayor and Council has the right to establish, abolish, merge, or consolidate officers, positions of employment, departments and agencies of the City that are necessary and proper for the administration of the affairs and government of the City; and

WHEREAS, the Mayor and Council nominate and appoint the following persons for the following officers for the 2024 Calendar Year in accordance with the City Charter.

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

Section One. Appointments of Office. The Mayor and City Council make the following appointments for the 2024 Calendar Year:

OFFICE	NAME
Board of Appeals	Mike Simpson, Melanie Williams, Jason Morris, Chase Stell
Planning Commission	Jeanne Rast
Design Review Committee	John Stalvey
Hapeville Development Authority	James Newton, John Stalvey, Susan Bailey, Ricky Clark Cory Ellis, Joy Rinehart
Development Authority of the City of Hapeville	James Newton, John Stalvey, Susan Bailey, Ricky Clark Cory Ellis, Joy Rinehart
Ethics Board	Jerome Newell, Raymond Farr, Robert Hall, Benjamin Smith Leon Willams
Personnel Board	Anthony Marrero, Ellen Surber-Simpson, Elliot Gamble

<u>Section Two</u>. <u>Codification and Certify.</u> This Ordinance adopted hereby shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City.

<u>Section Three</u>. <u>Severability.</u>

(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.

<u>Section Four</u>. <u>Repeal of Conflicting Ordinances.</u> All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

<u>Section Five</u>. <u>Effective Date.</u> The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this ___5th__ day of ___March___, 2024.

CITY OF HAPEVILLE, GEORGIA

____
Alan Hallman, Mayor

ATTEST:

____
City Clerk

APPROVED BY:

____

City Attorney

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. 2024 - ________

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

WITNESSETH:

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

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

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

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

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

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

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

Section One. Article 2 -Financial Administration

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

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

Section Two. Codification and Certification

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

<u>Section Three.</u> 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.

<u>Section Four.</u> Repeal of Conflicting Ordinances

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

<u>Section Four.</u> Effective Date

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

ORDAINED this ___5th___ day of ______March________, 2024.

CITY OF HAPEVILLE,

GEORGIA

____

Alan Hallman, Mayor

{Doc: 03418006.DOCX}

ATTEST:

City Clerk

{Doc: 03418006.DOCX}

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
<u>The City of Hapeville</u>
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants
Federal Award Identification Number: B-23-UC-13-0003

City of Hapeville's DUNS Number:	**079378865**
Federal Award Date:	**1/1/2023-9/1/2030**
Total Fulton County CDBG Municipality Agreement:	**$54,075.00**

THIS AGREEMENT entered this 2nd day of February (month) 2024 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Hapeville** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on June 7, 2023 the Fulton County Board of Commissioners approved the 2023 Annual Action Plan (23-0379) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On August 16, 2023 the Board of Commissioners approved the Hapeville project via Agenda Item 23-0528.

WHEREAS, the City of Hapeville has been provided CDBG funds by Fulton County **for Public Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Hapeville in the amount of **$54,075.00**, shall be specifically used for improvements to the City of Hapeville's Parks (Jess Lucas Park-680 S Central Avenue/John Lewis Park-488 King Arnold Street/Lake Park-Between Old Jonesboro Road and Longan Place), Hapeville Georgia 30354 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2023-2025 a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Improvements to the Jess Lucas Park-680 S Central Avenue/John Lewis Park-488 King Arnold Street/Lake Park-Between Old Jonesboro Road and Longan Place), Hapeville Georgia 30354.

A copy of the complete scope of work is attached in EXHIBIT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 1st day of January 2023 and shall end on the 31st day of December 2025.

III. BUDGET

The City of Hapeville shall maintain a budget compliant to CDBG program requirements. Reference Exhibit C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **$54,075.00** and **Expenses for eligible activities shall be retroactive to January 1, 2023.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lee Sudduth Director, Community Services
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354
Phone:	(404) 612-8077	(404) 669-2120
Email:	Kim.benjamin@fultoncountyga.gov	lsudduth@hapeville.org

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2023, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, “CENST” thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an “independent contractor” or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls
The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles
The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained
The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- Records required to determine the eligibility of activities
- Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention
The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities

funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practicable and economically feasible, for products and services

that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
   1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
   2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
   3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
   4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
   5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.
f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

   A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
   1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
   2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
   3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
   4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
   5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. <u>Relocation, Real Property Acquisition and One-for-One Housing Replacement</u>

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan

The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The sub-recipient aggress to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization
The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR

570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that a fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

<u>F.E.O. 12373 – Interagency Review</u>

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF HAPEVILLE, GEORGIA

Allan Hallman, Mayor
City of Hapeville

ATTEST

Sharee Steed
City Clerk

DATE:

SEAL:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

Tonya Grier, Clerk to the Commission

DATE:

SEAL:

APPROVED AS TO CONTENT:

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

Lajuana C. Ransaw, City Attorney

DATE:

APPROVED AS TO FORM:

Office of the County Attorney

DATE:

Fulton County Community Development Block Grant Program
ATTACHMENT A- 2023 Project Description
City of Hapeville – City Park Improvements

This project consists of installing benches and trash cans at Cofield Park, Jess Lucas Park, John Lewis Park, and Lake Park. Additional benches and trash cans for the parks will enhance visitors experience by providing more locations to rest and relax in addition to decreasing the amount of litter in the park.

Fulton County Community Development Block Grant Program
ATTACHMENT B: 2023 Project Implementation Schedule
City of Hapeville – City Park Improvements
Specific deliverables below to be updated upon contract execution with a project end date of on or before October 1, 2024

	TASKS	DATE/YEAR
Environmental Review	Complete Environmental Assessments, submittal, review and approval.	2023-Complete
Board of Commissioners Approval	2023 Annual Action Plan	June 7, 2023
Board of Commissioners Approval	CDBG Contract Agreement	August 16, 2023
Fulton County Hapeville Contract	Contract Routed for Execution	February 2024
Notice to Proceed	Fulton County to Provide Notice to Proceed	February 2024
Costs and Price Analysis (Specification List)[1]	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	TBD
Solicitation for Quotes by the City of Hapeville for Proposal Bids/Offers[1]	Invitation for Quotes- (Description of the requirements that the bidder/offered must fulfill with other factors to be used in evaluating the bids or proposals submitted).	TBD
Mayor Council Approval of Quotes		TBD
City Award of Offer[1]	Renovation/Improvement RECORDS - The City of Hapeville will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for offeror selection; Justification for lack of competition when offers are not obtained; and Basis for the award cost or price.	TBD
Letter to Proceed for Contractor[1]	Award Conference	N/A
Contract Administration[1]	The City of Hapeville will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	
Contract Start Date of Project[1]	Notice to Proceed	TBD
Contract Provisions[1]	Insurance requirements, bonding requirements, housing location & care of products, etc.	TBD
Project Mid-Status[1]	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of Hapeville	TBD
Project Completion[1]	Close out documentation, final title documentation/retainage of funds/release of liens.	October 1 2024

Fulton County Community Development Block Grant Program
ATTACHMENT C: 2023 PROJECT BUDGET
City of Hapeville – City Park Improvements

PROPOSED PROJECT BUDGET
Please outline a preliminary project budget in detail

- Project Design and Bid Document Preparation: N/A (General Fund)
- Solicitation of Quotes by Engineer, Notice to Proceed for Contractor: $5,000 (CDBG Fund)
- Installation: $49,075 (CDBG Fund)

Note: A reimbursement schedule will be provided upon contract execution. All reimbursements in accordance with this agreement shall be on or before October 1st 2024.

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of Hapeville – City Parks Improvements
Quarterly Performance Report

Municipality: **City of Hapeville** CDBG Funding Year: ***2023***____

Project Name: **City Park Improvements**

Administering Department***: City of Hapeville***

Reporting Period From: ____________________________To: ________________________

I. *Project Status:*

CDBG allocation amount: **$54,075**

Number of Contracts Awarded: ______ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $______________________ CDBG Amount: $______________

Contract Amounts: $______________________ CDBG Amount: $______________

Contract Amounts: $______________________ CDBG Amount: $______________

Has CDBG spending occurred for this project? ☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: $_______________

Agency's Local Match project fund balance: $_______________

Date of Construction start-up: ____________________________

Date of Notice to Proceed (if different): ____________________

Number of days worked on project: ________________________

Percentage (%) of project complete: _________________________ %

Percentage (%) of CDBG funds spent: _________________ %

Number of employees/workers on the job site: __________

Number of subcontractors on site: __________

Number of subcontractor's employees on site: __________

Wage decision or modification in use: _________________

Number of submitted payrolls within reporting period: ________

Number of draw downs within reporting period: ______________

Total amount of draw downs to date: $______________

CDBG remaining balance: $______________________

Anticipated project completion date: _______________________

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

____

____

____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

____

____

____

	FY 2023 INCOME LIMITS SUMMARY As of June 15th 2023 Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	$21,500	$24,550	$27,600	$30,650	$33,150	$35,600	$38,050	$40,500
Very Low Income (31%-50%)	$35,750	$40,850	$45,950	$51,050	$55,150	$59,250	$63,350	$67,400
Low Income (51%-80%)	$42,900	$49,020	$55,140	$61,260	$66,180	$71,100	$76,020	$80,880
Low -Moderate Income (81%-100%)	$57,200	$65,350	$73,500	$81,650	$88,200	$94,750	$101,250	$107,800

FY 2023 Income Limit Category	**Jan 1st – March 31st**	**April 1st – June 30th**	**July 1st – Sept 30th**	**Oct 1st – Dec 31st**
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

Note: A reimbursement schedule will be provided upon contract execution. All reimbursements in accordance with this agreement shall be on or before August 31st 2024.

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	

Submitted by: ______________________________ **Date:** _________________
Name

______________________________ **Title:** _________________
Signature

Approved by: ______________________________ **Date:** _________________
Name

______________________________ **Title:** _________________
Signature

Fulton County Community Development Block Grant Program
EXHIBIT D2: Year End Performance Report

Municipality: **City of Hapeville** CDBG Funding Year: ***2023***

Project Name: **City Parks Improvements**

Administering Department***: City of Hapeville***

Reporting Period From: ___________To: _________________________

I. *Project Status:*

CDBG allocation amount: **$ 54,075**

Number of Contracts Awarded: ______ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $______________________ CDBG Amount: $_____________
Contract Amounts: $______________________ CDBG Amount: $_____________
Contract Amounts: $______________________ CDBG Amount: $_____________
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_______________
Agency's Local Match project fund balance: $______________
Date of Construction start-up: ___________________________
Date of Notice to Proceed (if different): ____________________
Number of days worked on project: ________________________
Percentage (%) of project complete: ___________________ %
Percentage (%) of CDBG funds spent: ________________ %
Number of employees/workers on the job site: __________
Number of subcontractors on site: __________
Number of subcontractor's employees on site: __________
Wage decision or modification in use: ________________
Number of submitted payrolls within reporting period: ________
Number of draw downs within reporting period: _____________
Total amount of draw downs to date: $______________
CDBG remaining balance: $______________________
Anticipated project completion date: _______________________

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

____

____

____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

____

____

____

____

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					

Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that ______unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; ______ clients/participants had household income levels at the 31-50% area median income (AMI) level; ______, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: ______________
Actual Accomplishment: ______________
Total Number of Beneficiaries: ______________
Zip Code of Project Location: ______________

Census Tract(s) and Block Groups Impacted: ____________ ____________ ____________
____________ ____________ ____________
____________ ____________ ____________

Commission District(s) Impacted:

☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	Outcome 2: **Affordability**	Outcome 3: **Sustainability**
Objective #1: **Suitable Living Environment**	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: **Decent Housing**	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: **Economic Opportunity**	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Submitted by: ______________________________ **Date:** __________________
Name

______________________________ **Title:** __________________
Signature

Approved by: ______________________________ **Date:** __________________
Name

______________________________ **Title:** __________________
Signature

Exhibit E

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT F

SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2023

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A.	**GENERAL INFORMATION**	
1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	
B.	**PROJECT INFORMATION**	
1.	Sub-recipient activity being monitored (complete a separate checklist for each activity.)	

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2.	Eligibility	
	a.	Type of eligible activity:
	b.	Regulatory citation:
	c.	If this is a public service activity:
		New activity
		Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)	
	☐ Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	☐ Prevention and elimination of slums and blight	
	a. National objective justification (describe):	
	b. National objective file documentation reviewed during monitoring visit (describe):	
	c. National objective regulatory citation:	
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	$
8.	Amount of CDBG funds expended by sub-recipient:	$
9.	Amount of CDBG funds that remain unexpended for this activity:	$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:
	a. Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b. Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.
18.	Are the recordkeeping requirements of the CDBG regulations being followed:
	a. Eligibility documentation? ☐ Yes ☐ No
	b. National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?
	Is the use of program income consistent with the terms of the written agreement? ☐ Yes ☐ No

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No			
21.	What sub-recipient staff members have responsibility for administering the project?			
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No			

NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.

23.	Are financial records kept in accordance with CDBG administrative requirements?			
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?		
		(1)	Retention Requirements (200.333)	☐ Yes ☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes ☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes ☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes ☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes ☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes ☐ No
		(7)	Records on Source and application of funds	☐ Yes ☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes ☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes ☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes ☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes ☐ No
	b.	Internal controls (200.303)		
		(1)	Effective internal controls (COSO)?	☐ Yes ☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes ☐ No
		(3)	Prompt action for non-compliance?	☐ Yes ☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes ☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No	
		(2)	Written method for resolution of audit findings?	☐ Yes ☐ No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No			
25.	If yes, what types of professional services have been retained?			

Type of Service	Name of Contractor

26.	How were professional services procured?
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No
28.	If yes, what types of materials and supplies have been purchased?

	Type of Materials	Supplier

29.	How were materials and supplies procured?
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No

	Description of Project	Contractor	Contract Amount

31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:

	a.	Organizational chart? ☐ Yes ☐ No
	b.	Written definition of duties of key employees? ☐ Yes ☐ No
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No
	d.	Separation of duties? ☐ Yes ☐ No
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) ☐ Yes ☐ No
	g.	Comparison of financial records to actual assets and liabilities performed? ☐ Yes ☐ No

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	☐ Yes ☐ No
	b.	Cash receipts journal	☐ Yes ☐ No
	c.	Cash disbursements journal	☐ Yes ☐ No
	d.	Payroll journal	☐ Yes ☐ No
	e.	General ledger	☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No		
	a.	Are journal entries approved and explained / supported?	☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis?	☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials?	☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY

CDBG SUB-RECIPIENT MONITORING POLICY

Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Fulton County Community Development Block Grant Program

EXHIBIT G: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Hapeville
2	Subrecipient DUNS Number	079378865
3	Federal Award Identification Number (FAIN)	B-23-UC-13-0003
4	Federal Award Date	1/1/2023-9/1/2030
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2023 End Date: 12/31/2025
6	Amount of Federal Funds Obligated by This Action	$54,075.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	$54,075.00
8	Total Amount of the CDBG Federal Award	$1,475,286.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for the City of Hapeville's City Parks Improvements.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Hapeville is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official	**Applicant**
X	City of Hapeville
Title Mayor	**Date**

Prepared for:
DeLonte Rogers
GADOAS City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354
Phone: 404-669-2138

Prepared by:
Joshua Little
BIRMINGHAM FREIGHTLINER, LLC
410 DANIEL PAYNE DRIVE
BIRMINGHAM, AL 35214
Phone: 7704495300

STATE CONTRACT#
99999-SPD-SPD0000155-0007
QUOTATION

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM L9 300 HP @ 2200 RPM, 2200 GOV RPM, 860 LB-FT @ 1200 RPM, REFUSE

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

CUMMINS-MERITOR RS-23-161 23,000# R-SERIES SINGLE REAR AXLE

30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE

12,000# DUAL TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

5250MM (207 INCH) WHEELBASE

NO FIFTH WHEEL

11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI

1275MM (50 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	106,241	$	106,241
EXTENDED WARRANTY		$	230	$	230
NEWWAY - 20 YARD REAR LOADER		$	108,986	$	108,986
CUSTOMER PRICE BEFORE TAX		**$**	***215,457***	**$**	***215,457***
TAXES AND FEES					
1% DOAS STATE CONTRACT FEE		$	2,154	$	2,154
DOC FEE		$	200	$	200
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**217,811**	**$**	**217,811**

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X____ Date: ___ / ___ / ___.

RedSpeed®

PROFESSIONAL SERVICES AGREEMENT

February 12, 2024

This AGREEMENT (the "Agreement") made this 12th Day of February 2024, (herein the "Commencement Date"), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein "REDSPEED"), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and City of Hapeville a political subdivision authorized and created by the State of Georgia (herein "GOVERNING BODY"), with principal offices at 3468 N Fulton Ave, Hapeville, GA 30354.

.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System"); and

WHEREAS, GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about May 8, 2018, the Governor of the State of Georgia signed 2017 6a. HB 978 into law, resulting in Section 40-14-18 of the Official Code of Georgia Annotated taking effect on July 1, 2018; and

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements; and

WHEREAS, GOVERNING BODY's City Council has adopted an ordinance, which authorizes GOVERNING BODY's Traffic Safety Camera Program ("TSCP") and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

<u>TERMS AND CONDITIONS</u>

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

"Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

"Motor Vehicle Owner" means the person or entity identified by the Georgia Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

"RedCheck" means web-based violation processing system used by Certified Peace Officer.

"Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

"Certified Peace Officer" means an employee of GOVERNING BODY's police department who meets the qualifications of Section 40-14-1(1) of the Official Code of Georgia Annotated.

"Unamortized Costs" means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.

"Violation" means a violation of Section 40-14-8 or Section 40-14-18 of the Official Code of Georgia Annotated or a violation of GOVERNING BODY's Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 1".

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 2".

4. SERVICE FEES:

The service fee schedule identified in "Exhibit B".

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the "Start Date") of the last camera installed and shall be automatically extended for up to five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED's services may be terminated:

a. By mutual written consent of the parties.

b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.

c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.

d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination. If GOVERNING BODY elects to terminate the agreement under this subsection during the first twelve (12) months of the initial contract term, GOVERNING BODY shall pay termination costs related to unamortized costs.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Georgia law and other information that is confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by

REDSPEED and either confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Georgia law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in City of Newnan, Georgia all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Georgia public records law and Georgia public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of $1,000,000 per occurrence. Such insurance shall name GOVERNING BODY and GOVERNING BODY's officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED's operation.

b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than $500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.

c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum $1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Fulton County, Georgia and that all litigation between them in the federal courts shall take place in the State of Georgia.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of

REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure; the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;

- no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,
- the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

City of Hapeville
Attn: City Manager
3468 N Fulton Ave
Hapeville, GA 30354

RedSpeed Georgia, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of ______________, Georgia

By:_____________________,____/___/__
Name
Title

RedSpeed Georgia, LLC

By:_____________________,____/___/__
Robert Liberman
Manager

Attest:_____________________,____/___/______
___________ City Clerk / Authorized Attestor

Exhibit A

SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "GOVERNING BODY Scope of Work". REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.

4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.

6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.

7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.

9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Georgia LLC as agent for City of Newnan at CIBC Bank." All funds collected on behalf of GOVERNING BODY, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred by wire

on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.

13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Certified Peace Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.

15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Certified Peace Officer consistent with State Law.

16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Certified Peace Officer.

17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.

18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.

19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.

22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.

24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).

25. REDSPEED is authorized to charge, collect and retain fees associated with the electronic processing. Such fees shall not exceed $25.00 per violation. Such fee is paid by the violator. GOVERNING BODY will not receive any of said fees. GOVERNING BODY assumes no liability, responsibility, or control for said fee sought by REDSPEED.

26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.

27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data for twenty five (25) days unless otherwise requested for preservation by the City.

28. GOVERNING BODY will have real-time access to violation and camera data. However, requests for large blocks of film footage (i.e., requests that are not conveniently downloadable by the Department) will be subject to a $125 fee per request.

29. REDSPEED will assist GOVERNING BODY with the installation and maintenance of any required signage including flashers.

SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

30. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.

31. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.

32. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Certified Peace Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.

33. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.

34. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.

35. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.

36. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.

37. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.

38. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.

39. GOVERNING BODY's Certified Peace Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

40. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.

41. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.

42. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

43. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

44. GOVERNING BODY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. GOVERNING BODY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.

45. GOVERNING BODY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc). REDSPEED may in its sole discretion charge the GOVERNING BODY $5.99 for any requested dismissals of printed / mailed citations issued on non-school days for which GOVERNING BODY did not inform REDSPEED of a calendar change.

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Certified Peace Officer review:

35% of collected revenue.