



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://hapevillega.portal.civicclerk.com/event/1141/overview>

April 16, 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. PRESENTATIONS:

- 4.I. Plaques Of Appreciation To The City, Crown Security, Councilman Mark Adams, And Melvin Traynor For Sponsoring The Tournament on August 12, 2023.

Background:

Tony Young Personal Wellness, Inc. and Tony Young All-Star Karate Academy wish to express their appreciation to the City of Hapeville/Hapeville Recreation Department, Crown Security/Alan Hallman, Councilman Mark Adams, and Melvin Traynor for their support of the Atlanta Karate Championships. The event took place on August 12, 2023, at the Hoyt Smith Conference Center.

- 4.II. Presentation – Finance – General Fund Revenues

Background:

As we lead up to the 2024 - 2025 budget, City Staff requests time in the upcoming work sessions to present information on General Fund operations to Mayor and Council. At this April 16th meeting, staff will start with General Fund revenues, emphasizing tax revenue. At ensuing meetings, we will review the general fund departments in detail to highlight operations that are sometimes overlooked during budget discussions. It is mission-critical that all stakeholders understand our operational inflows and outflows to better position Hapeville as a financially stable city where businesses and residents desire to invest.

Supporting Document(s):

1. 2024-25 Revenue Presentation - 2024-04-12

5. PUBLIC HEARING:

- 5.I. Consideration and Action of a request to rezone the properties located at 3309, 3319, and 3327 Dogwood Drive from V, Village to U-V, Urban Village

Background:

Daniel Kerr on behalf of Dogwood Assemblage LLC is requesting to rezone the properties located at 3309 Dogwood Drive, 3319 Dogwood Drive, 3327 Dogwood Drive, Parcel Identification Numbers 14-0098-0016-010-5, 14-0098-0016-011-3, 14-0098-0016-012-1 from V, Village to U-V, Urban Village for the purpose of constructing a residential townhome development.

The Planning Commission considered this request on April 9, 2024 and recommended approval. Staff supports their recommendation.

Supporting Document(s):

1. Application - 3309, 3319, 3327 Dogwood Dr. -Rezoning_Redacted
2. Plans - 3309-3345 Dogwood Drive_Site Plan
3. Plans - 3309-3345 Dogwood Drive_Elevations
4. Planners Report 3309 3328 Dogwood Dr Rezoning
5. Legal Adv. - 04-16-2024_3309-3327 Dogwood Drive_Rezoning
6. Minutes - 04-09-2024_draft

6. 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.

7. CONSENT AGENDA:

- 7.I. Consideration and Action to Approve April 2nd Council Meeting minutes.

Supporting Document(s):

1. 04022024 Drafted Minutes
- 7.II. Consideration and Action to Approve the April 2nd Executive Session Minutes.
- 7.III. Consideration and Action to Approve Arbor Day Resolution

Background:

Established in 1872, 152 years ago, Arbor Day celebrates and promotes planting and caring for trees. This year, National Arbor Day will be celebrated on Friday, April 26th. The City of Hapeville urges all citizens to support efforts to protect our trees and woodlands and to plant trees to gladden the heart and promote the well-being of this and future generations.

Supporting Document(s):

1. 2024 - Arbor Day Resolution

8. OLD BUSINESS:

9. NEW BUSINESS:

- 9.I. Consideration and Action to Approve Resolution Establishing Hapeville as a Certified City of Ethics.

Background:

On Tuesday, April 9th, the Ethics Committee discussed the recertification of the City as a Certified City of Ethics. The Committee strongly recommends that the Mayor and Council endorse this resolution, as it underscores the city's commitment to transparency and ethical integrity in the eyes of its residents. While the City held the title of a certified City of Ethics in past years, the recertification process was stalled due to the challenges posed by COVID-19. The City of Ethics program aims to enhance awareness of ethical issues at the local level and offers a platform for addressing and resolving legitimate concerns within the community.

Supporting Document(s):

1. 2024 Ethics Resolution

- 9.II. Consideration and Action to approve a hauling service agreement with Republic Services for recyclable delivery.

Background:

City staff will be taking over recyclable collections in May and will need a roll-off hauling service to deliver the recyclables to the recycling centers. Due to the long distances of the available recycling collection centers, it works best for the recyclables to be hauled to the facilities rather than staff driving to the facilities. The City will have accounts with all three recycling centers and will be delivering some by truck when necessary. Republic has a low disposal rate of \$25 a ton. Waste Management was the other rate at \$69 a ton. The City Attorney has reviewed the agreement, and the revised version has been sent to Republic for their review. Staff recommends that Council approve the agreement with the condition that both parties agree on the revisions made to the agreement.

Supporting Document(s):

1. 1377_001
2. Single Stream roll off service

- 9.III. Consideration and Action to Approve the Designs for the Citywide Banner Project

Background:

At the October 17, 2023 City Council meeting, the Hapeville Main Street Board of Directors presented renderings of banners for purchase intended for installation in downtown areas. Following a thorough discussion, the Council advised staff and the Main Street Board to collaborate with our Designation Marketing Organization, ATL District, to redesign the proposed banners. Subsequently, significant progress has been made in advancing the project. Included in your packet are the final designs for your review and approval. Staff has reviewed the designs and recommend approval.

Supporting Document(s):

1. Hapeville Streetpole Banners-Rd7

10. CITY MANAGER REPORTS:

11. 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.

12. MAYOR AND COUNCIL COMMENTS:

13. 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).*

14. ADJOURN:

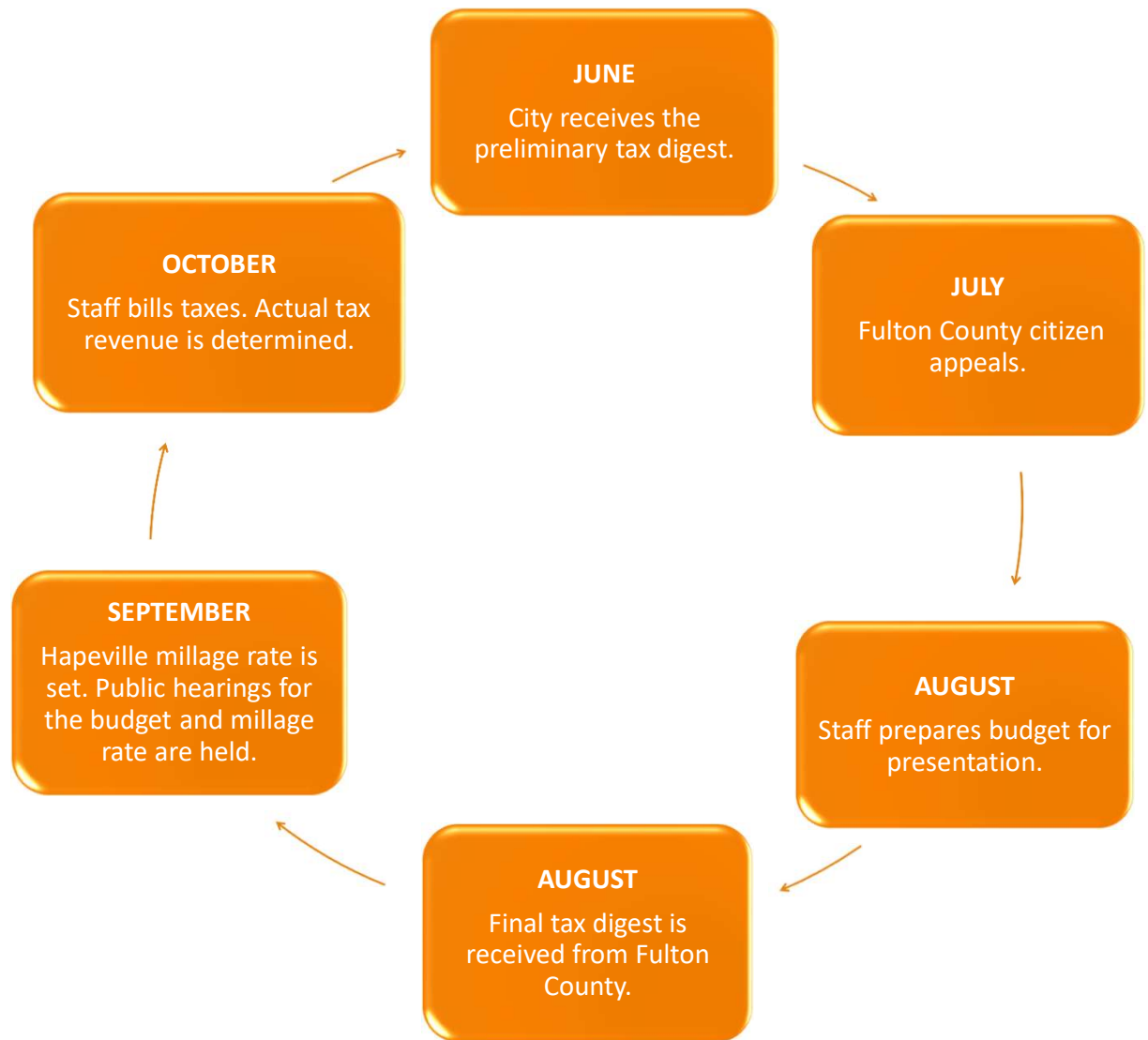
Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each 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.



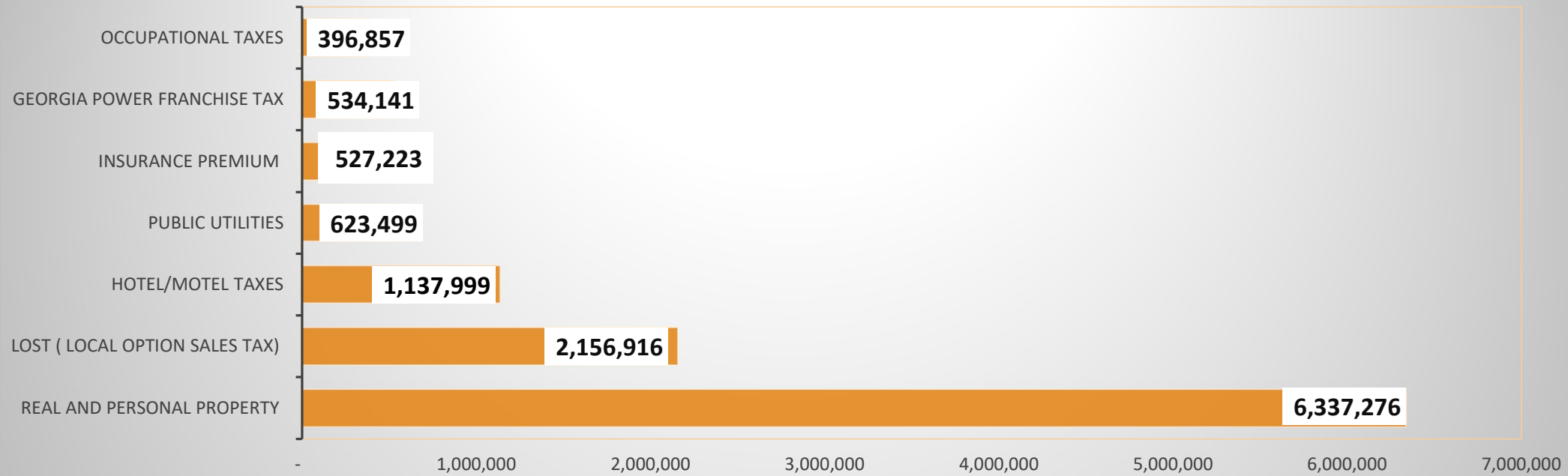
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2024-2025 Budget Presentation

Hapeville's Revenue Cycle



Hapeville's 2018-2023 Average Revenue Streams



Hapeville's Tax Cycle



Hapeville
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Hapeville's Real and Personal Taxes



PROPERTY TAX CALCULATION

- The **mill rate** is the amount of tax payable per dollar of the assessed value of a property.
- A **mill (1/1000 percent)** is a figure that represents the amount per \$1,000 of the assessed value of the property, which is used to calculate the amount of property tax.
- The **assessments** are based upon the 100% appraised values and 40% assessed values of the property.
Assessment = Mill rate x (assessed value – exemptions)
- Property **tax exemptions** subtract a set amount from your assessed value.
- **Appraisal Value or Fair Market Value** is the value determined by the County.
- **Assessed Value** is 40% of the appraisal and is the amount taxes are based upon.
- **Exemptions** is a legal provision that provides a deduction (discount) on assessed value.
- **Millage Rate** is the rate determined by City Council to used to calculate local property taxes.

Exemptions

- Fulton County Exemption- Homestead- \$15,000
- Hapeville Exemption- Age 65 - \$20,000
- Hapeville Exemption- Veteran- \$20,000
- Hapeville Exemption- 100% Disabled



Hapeville's Real and Personal Taxes



PROPERTY TAX CALCULATION

Tax equation

Fair Market Value multiplied by 40% equals assessed value minus exemptions equals new taxable value multiplied by the current year millage rate equals tax liability.

Fair Market Value	Assessed Value	Exemptions	Taxable Value	Millage Rate	Tax Liability
\$ 100,000.00	\$ 40,000.00	0	\$ 40,000.00	15.209%	\$ 608.36

Fair Market Value	Assessed Value	Exemptions	Taxable Value	Millage Rate	Tax Liability
\$ 100,000.00	\$ 40,000.00	15,000	\$ 25,000.00	15.209%	\$ 380.23

Fair Market Value	Assessed Value	Exemptions	Taxable Value	Millage Rate	Tax Liability
\$ 100,000.00	\$ 40,000.00	35,000	\$ 5,000.00	15.209%	\$ 76.05

Hapeville's 5 Year Digest History

	2018	2019	2020	2021	2022	2023
Real & Personal	339,969,960	399,121,750	413,647,400	405,914,510	465,107,230	491,153,880
Public Utilities	32,176,619	35,698,772	37,538,572	55,194,879	28,856,478	42,743,757
Motor Vehicles	2,066,900	1,584,490	1,281,810	934,410	746,640	688,770
Mobile Home	0	0	0	0	0	0
Gross Digest	374,213,479	436,405,012	452,467,782	462,043,799	494,710,348	534,586,407



Hapeville's Real and Personal Taxes



Tax Collections over the last five years				
Real Property				
Fiscal Year	Millage Rate	Billed	Collected	Collection Rate
2019-2020	16.110	\$ 6,253,288	\$ 6,244,394	99.86%
2020-2021	16.000	\$ 6,302,540	\$ 6,289,400	99.79%
2021-2022	15.729	\$ 6,008,790	\$ 5,989,598	99.68%
2022-2023	15.729	\$ 6,578,664	\$ 6,502,939	98.85%
2023-2024	15.209	\$ 6,543,097	\$ 6,464,572	98.80%
Five Year Average		\$ 6,337,276	\$ 6,298,181	99.40%



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Questions and Answers Session

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

Name of Applicant Daniel Kerr, PE
Mailing Address 1200 Peachtree St, 8th Floor, Atlanta, GA 30309
Telephone [REDACTED] Mobile#
Email daniel.kerr@kimley-horn.com
Property Owner (s) Dogwood Assemblage LLC
Mailing Address 3715 Northside Parkway 400/100, Atlanta, GA 30327
Telephone Mobile#
Address/Location of Property: 3309, 3319, 3327 Dogwood Dr, Hapeville, GA
Parcel ID #: 14 009800160105, 14 009800160113, 14 009800160121
Square Foot of Property 58,361 Acres 1.34
Present Zoning Classification V Proposed Zoning Classification U-V
Present Land Use Residential
Proposed Land Use Residential

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

Applicant's signature [Signature]

Date: March 14, 2024

Sworn to and subscribed before me

This 5th day of FEBRUARY, 2024.

Notary Public [Signature]



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

LETTER OF INTENT

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

The proposed project at 3335 Dogwood Drive will include 58 townhomes across seven buildings. The project design documents include the same layout as the previously approved site plan that was included in the Planning Commission submittal package dated June 14, 2022 and approved by the City of Hapeville Planning Commission on September 13, 2022.

The requested zoning classification is U-V Zone (Urban Village) to align with the adjacent parcels. The planned use of the single family attached dwellings will be a for-rent community. All underlying requirements of single family attached dwellings in U-V Zone will be followed, including but not limited to a homeowner's association and deedling to allow for potential conversion to for-sale.

The site plan places two buildings along Dogwood Drive (first row of the townhomes) to create a streetscape that is keeping with the U-V Zone designation of the property. The second row of townhome buildings front an internal park and feature first floor and second floor covered porch spaces for each unit. All first row and second row townhomes feature three-bedroom, three-and-a-half-bath units. Two-car garages are included in these units and the site is designed with the garages facing each other. The third row of townhomes feature townhome units with alternating front and rear frontage at the second and third floors. Each residence in the third row includes a front door facing the internal park. The third row residences include a combination of two-bedroom, two-and-half-bath, plus three-bedroom, three-and-a-half-bath unit types.

Exterior facades will feature masonry for the first floors and cementitious siding for the second and third floors. The proposed design is traditional in nature and will comply with the fenestration requirements as laid out in the City of Hapeville code.

What are the reasons the property cannot be used in accordance with the existing regulations?

The assemblage of properties currently has a split zoning of Urban Village (U-V) and Village (V). The owner and developer are seeking to consolidate the zoning to U-V.

Will the proposed zoning change create an isolated zoning district that is unrelated to adjacent and nearby districts? Yes _____ No ☒ _____

If so, why should this property be placed in a different zoning district than all adjoining property?

N/A

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

Zoning change should not impact public facilities as use is allowed in existing zoning.

What environmental impacts would the proposed project have?

The parcels currently have residential housing in dilapidated shape. The proposed development will also be residential housing.

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

The proposed rezoning will provide a consistent zoning use code to all parcels of the assemblage by cleaning up the split zoning.

Are there any proffered conditions you would like to apply to and be made part of this application for rezoning? Yes _____ No ☒

Please list any written proffered conditions below.

N/A

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

N/A

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
REZONING APPLICATION

AUTHORIZATION OF PROPERTY OWNER

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

3309, 3319, 3327 Reynold Dr., Hapeville GA

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF A REZONING FOR THE PROPERTY.

Name of Applicant Daniel Kerr, PE

Address of Applicant 1200 Peachtree St, 8th Floor, Atlanta, GA 30309

Telephone of Applicant [REDACTED]

[Signature]

Signature of Owner

Robert P. Hester

Print Name of Owner

Personally Appeared Before Me this 5th day of February, 2024.

Julia Brown

Notary Public



CITY OF HAPEVILLE ECONOMIC DEVELOPMENT DEPARTMENT REZONING APPLICATION

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

Application filed on February 5, 2024 for action by the City Council on the following requested rezoning: From V To U-V

Address to be rezoned: 3309, 3319, 3327 DeWayne Dr. Hapeville, GA

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

ROBERT FERNANDEZ DeWayne Dev. McNICH DEV.

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

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

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

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
<u>N/A</u>		

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

Signature of Applicant

DANIEL KERR
Type or Print Name and Title Civil Engineer

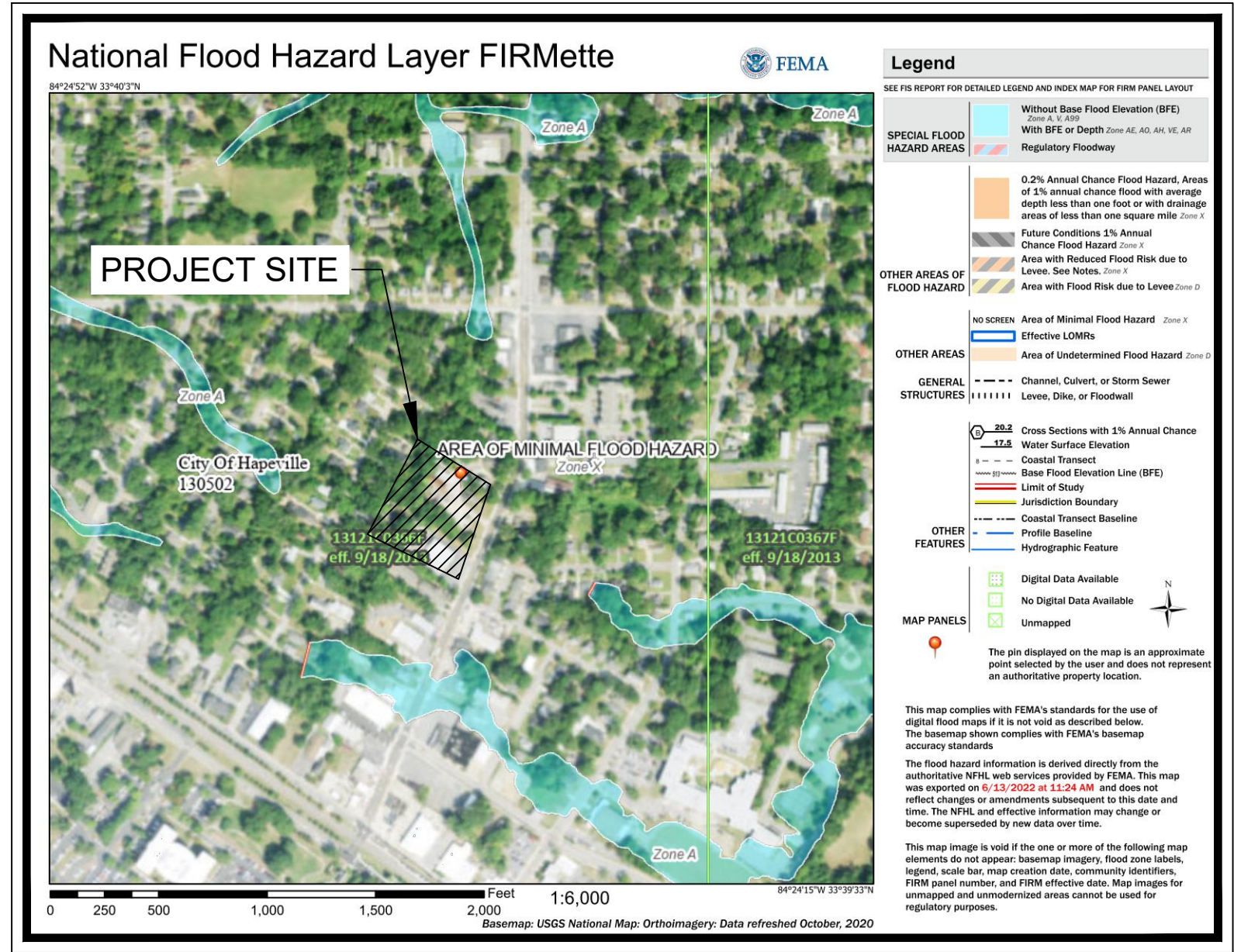
Signature of Applicant's Representative

Type or Print Name and Title

Signature of Notary Public Date 2.6.24



CIVIL SITE PLAN DRAWINGS
FOR
3335 DOGWOOD
3335 DOGWOOD DRIVE, HAPEVILLE, GA 30354



FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 1312C0366F DATED 9/18/2013.

PROJECT CONTACTS

OWNER: DOGWOOD ASSEMBLAGE, LLC
2964 PEACHTREE ROAD NW, SUITE 540
ATLANTA, GA 30305
PHONE: 770.289.9179
CONTACT: MILLER LOWRY

DEVELOPER: MCNEAL DEVELOPMENT
1642 POWERS FERRY ROAD SE, SUITE 250
MARIETTA, GA 30067
PHONE: 770.634.7661
CONTACT: WILLIAM NORRIS

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.
817 W. PEACHTREE ST NW, ATLANTA MIDTOWN
ATLANTA, GA 30308
PHONE: 770.545.6109
CONTACT: DANIEL KERR, P.E.

SURVEYOR: LOWERY & ASSOCIATES
317 GRASSDALE ROAD
CARTERSVILLE, GA 30120
PHONE: 770.334.8186
CONTACT: JASON BURNETTE, R.L.S.

LAND LOT 98 - 14TH DISTRICT
PARCEL NOS.: 14-009800160295, 14-009800160139, 14-009800160121,
14-009800160113 & 14-009800160105
EXISTING ZONING: UV

CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA

PROPERTY AREA = 2.98 ACRES
TOTAL DISTURBED AREA = 3.20 ACRES

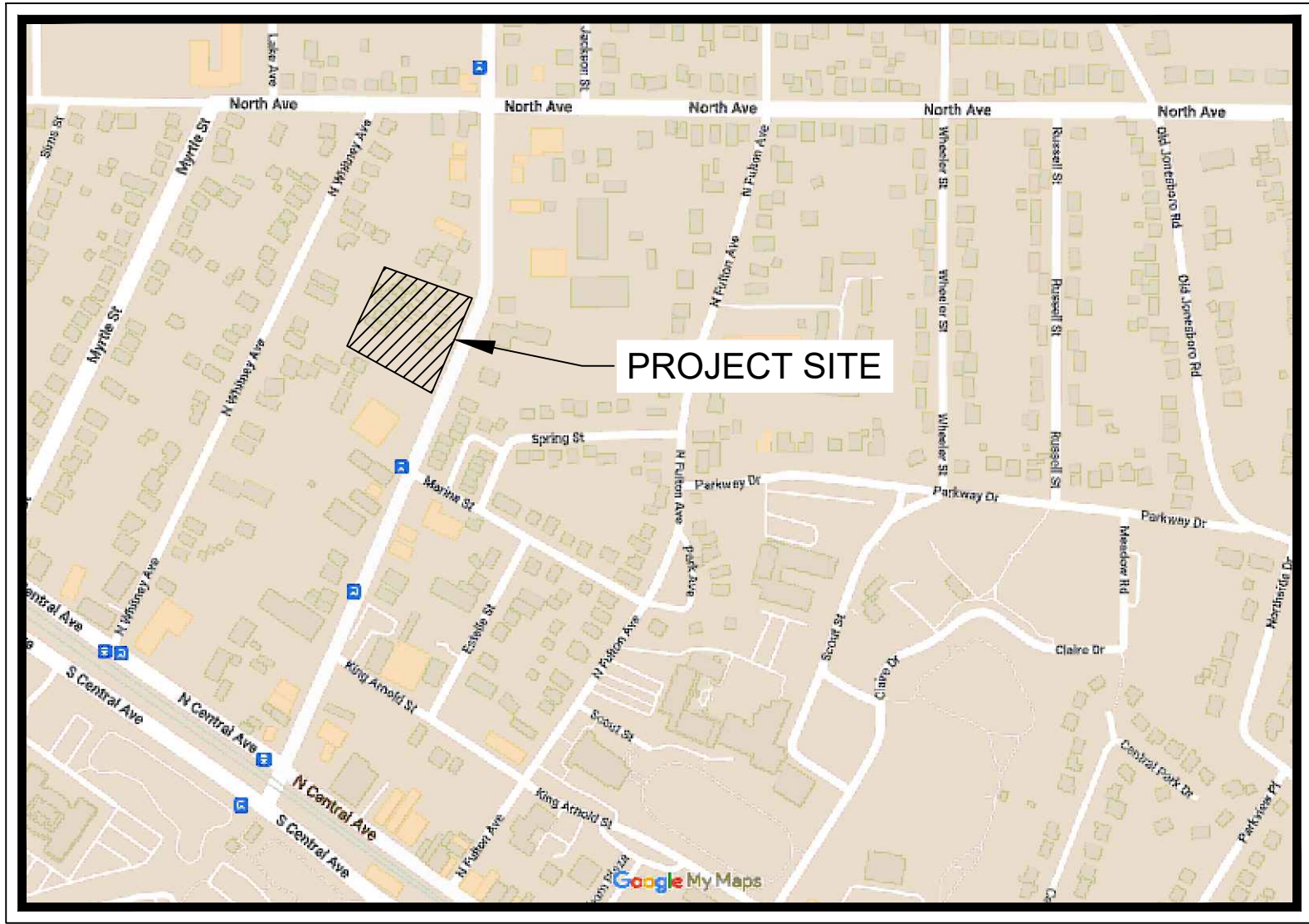
PROJECT NARRATIVE:

3335 DOGWOOD IS A PROPOSED TOWNHOME DEVELOPMENT CONTAINING 58 UNITS.

THE SCOPE OF THE PROJECT ALSO INCLUDES GRADING, UTILITIES, STORMWATER MANAGEMENT AND DETENTION, AND STREETSCAPE IMPROVEMENTS. THE TOTAL SITE AREA IS 2.98 ACRES AND THE TOTAL DISTURBED AREA IS 3.20 ACRES INCLUDING PUBLIC ROW.

NOTES:

- ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.
- IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.
- THE APPROVAL OF THESE PLANS AND THE ISSUANCE OF THIS LAND DISTURBANCE PERMIT DOES NOT IN ANY WAY SUGGEST THAT ALL OTHER REQUIREMENTS FOR THE LEGAL OR APPROPRIATE OPERATIONS FOR THIS ACTIVITY, WHICH MAY REQUIRE ADDITIONAL PERMITTING OR APPROVALS MAY BE NECESSARY TO OPERATE FROM THIS POINT IN AN APPROPRIATE AND LEGAL MANNER. PLAN APPROVAL OR PERMIT ISSUANCE DOES NOT ABSOLVE THE APPLICANT FROM COMPLYING WITH ALL APPLICABLE LAWS, STANDARDS, OR OTHER PERMITS WHICH MAY BE REQUIRED FOR THIS PROJECT.



VICINITY MAP

Sheet List Table	
Sheet Number	Sheet Title
C0.00	CIVIL COVER SHEET
C2.00	SITE PLAN
C3.00	GRADING & DRAINAGE PLAN
C4.00	UTILITY PLAN
L1-00	TREE SAVE PLAN
L1-01	CONCEPT LANDSCAPE PLAN
L1-02	ARBORIST REPORT
L1-03	PLANNING NOTES & DETAILS



IAIN D. KERR
Level II Certified Design Professional

CERTIFICATION NUMBER 0000077807
ISSUED: 07/14/2022 EXPIRES: 07/14/2025



MCNEAL DEVELOPMENT
1642 POWERS FERRY ROAD SE SUITE 250
MARIETTA, GA 30067

DATE	BY
02/01/2024	TGB
ISSUANCE AND REVISION DESCRIPTIONS	
No.	DATE

3335 DOGWOOD
3335 DOGWOOD DRIVE, HAPEVILLE, GA 30354
LAND LOT 98, 14TH DISTRICT
PARCEL ID: 14 009800160 39



GSWCC NO. (LEVEL II) 0000077807
DRAWN BY TGB
DESIGNED BY TGB
REVIEWED BY IDK
DATE 2/1/2024
PROJECT NO. 019955008

TITLE
CIVIL COVER SHEET

SHEET NUMBER
C0.00

GDOT NOTE:

THE PROPOSED DRIVEWAY ENTRANCE IS NOT A GDOT STANDARD DETAIL. THE DOGWOOD DRIVE STREETSCAPE WAS CONSTRUCTED IN 2017-2018 BY GDOT, AND THE PROPOSED DRIVEWAY WILL MATCH THE DESIGN STANDARDS USED IN THAT PROJECT. GDOT HAS GRANTED A WAIVER TO USE THIS NON-STANDARD DETAIL. SEE C6.04 FOR STREETSCAPE DETAILS.

DRIVEWAY NOTE:

DRIVEWAY CENTERLINE TO LEFT DRIVEWAY: 269.9'
DRIVEWAY CENTERLINE TO RIGHT DRIVEWAY: 58.3'

VARIANCE NOTE:

AN ADMINISTRATIVE VARIANCE IS REQUIRED TO INCREASE THE MAXIMUM ALLOWABLE PARKING SPACES. PER THE 8/30/2022 PLANNER'S REPORT, STAFF SUPPORTS THE VARIANCE.

DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	U-V (URBAN VILLAGE)
SITE AREA	2.98 ACRES (129,898 SF)
DISTURBED AREA	3.20 ACRES
BUILDING COVERAGE	0.91 ACRES (39,500 SF)
PARKING COVERAGE	0.10 ACRES (4,170 SF)
LOADING COVERAGE	0.00 ACRES
DRIVEWAY COVERAGE	0.17 ACRES (7,400 SF)
PAVED PARKING/CIRCULATION	1.00 ACRES (43,500 SF)
OPEN SPACE	0.58 ACRES
LANDSCAPED RECREATION	0.39 ACRES
0.19 ACRES	
BUILDING FOOTPRINT	700 SF
20 X 35	800 SF
20 X 40	1248 SF (624 SF EACH)
BACK-TO-BACK	
UNIT FLOOR AREA	
B1 UNITS (13 TOTAL)	1,399 EACH
C1 UNITS (13 TOTAL)	1,615 EACH
C2 - DOGWOOD UNITS (17 TOTAL)	1,664 EACH
C2 - INTERIOR UNITS (15 TOTAL)	1,664 EACH
TOTAL DENSITY	58 UNITS
NET DENSITY	19.5 UNITS / ACRE
MAX ALLOWABLE	40 UNITS / ACRE
BUILDING SETBACK	
FRONT (BUILD-TO-LINE)	0'-X-15 FT
SIDE	0 FT
REAR	15 FT
REQUIRED PARKING	58 SPACES (TOTAL)
SINGLE FAMILY ATTACHED (58 UNITS)	58 SPACES (1/UNIT)
PROPOSED PARKING	137 SPACES (TOTAL)
SINGLE FAMILY ATTACHED (58 UNITS)	64 SPACES
GARAGE TANDEN	52 SPACES
SURFACE	19 SPACES
SURFACE (ADA)	2 SPACES

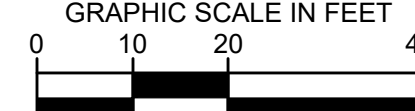
SITE NOTES:

- EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY FILE PROVIDED BY LOWERY & ASSOCIATES, DATED 07/27/2021.
- ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
- SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
- ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
- REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.
- STANDARD PARALLEL PARKING SPACES ARE 8.5' X 22' (187 SF). STANDARD PERPENDICULAR PARKING SPACES ARE 10' X 18' (180 SF).
- REFUSE COLLECTION BINS WILL BE ALLOTTED TO EACH TOWNHOME. NO COMMUNAL DUMPSTER OR DUMPSTER ENCLOSURE IS PROPOSED.
- ROAD PAVEMENT SECTION TO BE DETERMINED UPON RECEIPT OF SITE GEOTECHNICAL REPORT.

SITE PLAN LEGEND:

	PROPERTY LINE
	BUILDING SETBACK LINE
	CONCRETE SIDEWALK
	STAMPED CONCRETE (RED)
	HEAVY DUTY CONCRETE PAVEMENT
	STANDARD DUTY CONCRETE PAVEMENT
	STREETSCAPE LANDSCAPING
	PARKING COUNT

GEORGIA811
Utility Protection Center
Know what's below.
Call before you dig.

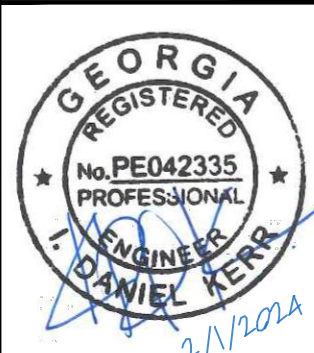


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(404) 525-1100
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MCNEAL DEVELOPMENT
1642 POWERS FERRY ROAD SE SUITE 250
MARIETTA, GA 30067

NO.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY
	SITE PLAN RESUBMITTAL	02/01/2024	TGB

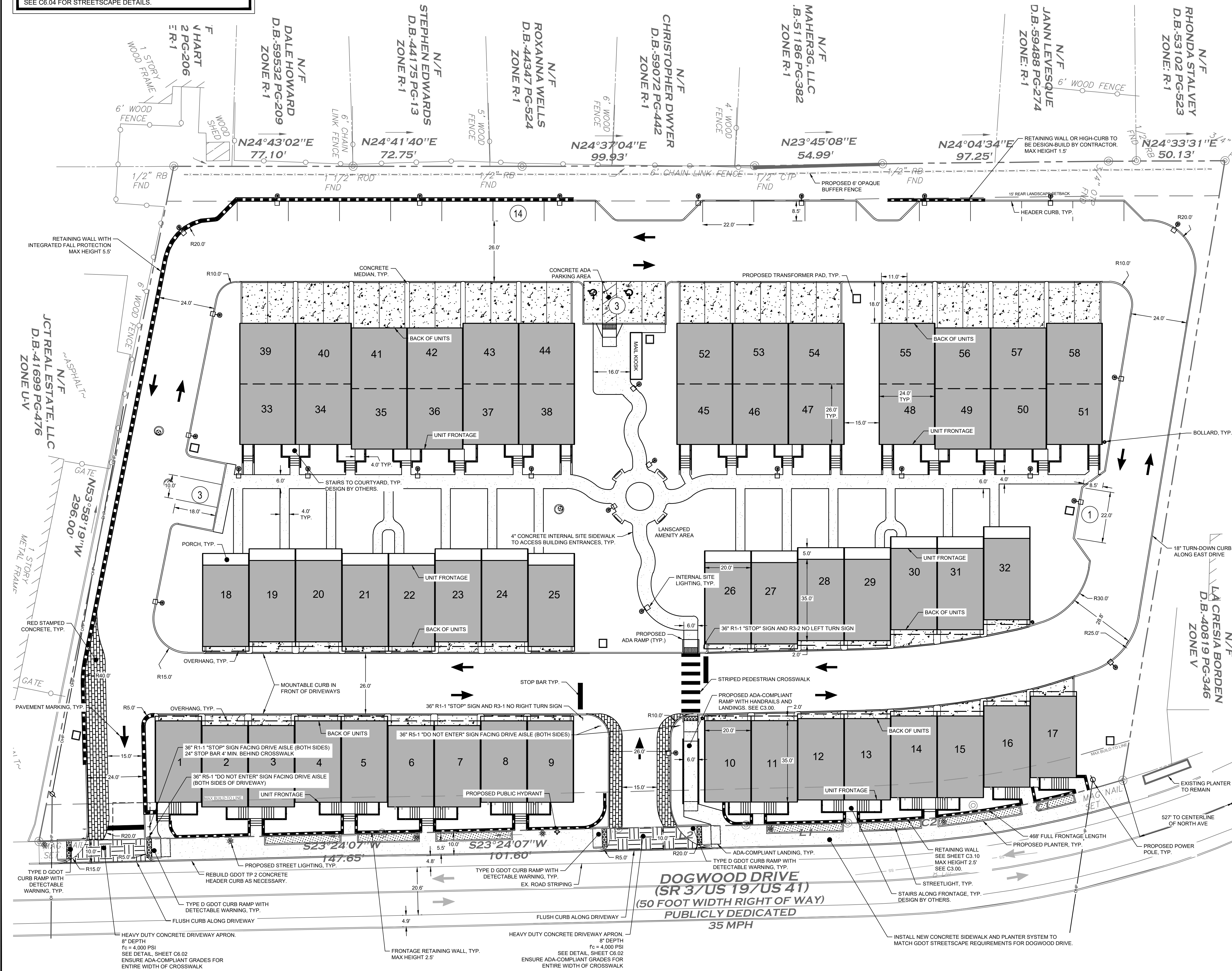
3335 DOGWOOD
3335 DOGWOOD DRIVE, Hapeville, GA 30354
LAND LOT 98, 14TH DISTRICT
PARCEL ID: 14 009800160 39



GSWCC NO. (LEVEL II) 0000077807
DRAWN BY TGB
DESIGNED BY TGB
REVIEWED BY IDK
DATE 2/1/2024
PROJECT NO. 019955008
TITLE

SITE PLAN
SHEET NUMBER
C2.00

Drawing name: K:\amt_d\019955008_dogwood hapeville\CAD\plansheets\C2-00 - SITE PLAN.dwg C2-00 SITE PLAN.dwg Feb 01, 2024 9:48am by: Tyler Bishop





- ### GRADING & DRAINAGE NOTES:
- SITE AREA: 2.98 ACRES
DISTURBED AREA: 3.20 ACRES
 - CRITICAL SPOT GRADES ARE TO PAVEMENT GRADE UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL CONSTRUCT ALL SIDEWALKS AND CROSSWALKS WITH A 2.0% MAXIMUM CROSS SLOPE AND A 5.0% MAXIMUM RUNNING SLOPE, UNLESS NOTED AS A RAMP. GRADES WITHIN ADA HANDICAP PARKING AREAS NOT TO EXCEED A 2% MAXIMUM SLOPE IN ANY DIRECTION.
 - ALL ROOF DRAIN PIPING SHALL BE PVC UNLESS OTHERWISE NOTED.
 - ALL ROOF DRAIN CLEANOUTS IN PAVED AREAS SHALL HAVE A BRASS CAP SET FLUSH WITH THE PROPOSED GRADE.
 - ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
 - THIS PROJECT DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AS DEFINED BY THE F.E.M.A. "FLOOD HAZARD BOUNDARY MAP" COMMUNITY PANEL NUMBER 1312100366F, DATED 9/18/2013.
 - UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.
 - CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER AND STORM DRAINAGE SYSTEM CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.
 - NO GRADED SLOPE SHALL EXCEED 2H:1V
 - ALL WALLS GREATER THAN 30" IN HEIGHT SHALL BE DESIGNED AND PERMITTED BY AN ENGINEER LICENSED IN THE STATE OF GEORGIA.
 - ALL WALLS GREATER THAN 30" IN HEIGHT SHALL HAVE FALL PROTECTION THROUGH FENCING OR HANDRAIL AT A MINIMUM OF 42" TALL. REFERENCE LANDSCAPE PLANS FOR DETAILS.
 - THE INFILTRATION FOR THE STORMWATER SYSTEM IS BASED ON IN-SITU TESTING BY GEOTECHNICAL ENGINEER. THE SYSTEM IS BASED ON OBTAINING INFILTRATION RATES SIMILAR TO THE TESTED VALUES PRE-CONSTRUCTION. AS SUCH, THE AREAS WHERE STORMWATER IS DIRECTED TO INFILTRATE ARE TO REMAIN RESIDUAL SOILS AND COMPACTION IS TO BE LIMITED TO ENSURE THE SOIL CHARACTERISTICS CONTINUE TO FUNCTION AS TESTED PRE-CONSTRUCTION. IF THESE AREAS ARE DISTURBED, COMPACTED, OR FILLED, THE ENGINEER IS TO BE NOTIFIED AS ADDITIONAL TESTING AND COORDINATION WOULD BE REQUIRED TO ENSURE THE PREVIOUSLY RECORDED INFILTRATION RATES CAN BE ACHIEVED.

- ### GRADING LEGEND:
- 950 EXISTING MAJOR CONTOUR
 - 948 EXISTING MINOR CONTOUR
 - 945 PROPOSED MAJOR CONTOUR
 - 944 PROPOSED MINOR CONTOUR
 - 945.00 PROPOSED SPOT GRADE
 - TG-945.00 PROPOSED TOP GRADE AT WALL
 - BG-945.00 PROPOSED BOTTOM GRADE AT WALL
 - TS-945.00 PROPOSED TOP OF STAIR GRADE
 - BS-945.00 PROPOSED BOTTOM OF STAIR GRADE
 - HP-945.00 PROPOSED HIGH POINT GRADE
 - LP-945.00 PROPOSED LOW POINT GRADE
 - TC-945.00 PROPOSED TOP OF CURB GRADE
 - BC-945.00 PROPOSED BOTTOM OF CURB GRADE
 - DRAINAGE FLOW ARROW

- ### STORM DRAINAGE LEGEND:
- JB JUNCTION BOX
 - CI HOODED GRATE CURB INLET (GDOT 1019A, TYPE E)
 - DI DROP INLET (GDOT 10191A, TYPE A)
 - SWCB SINGLE WING CATCH BASIN (GDOT 1033D)
 - DWCB DOUBLE WING CATCH BASIN (GDOT 1034D)
 - YD YARD DRAIN (NDS CATCH BASIN OR COMPARABLE)
 - CO CLEAN OUT
 - WQ WATER QUALITY DEVICE (CONTECH CDS4040-8-C)
 - OCS OUTLET CONTROL STRUCTURE (CAST-IN-PLACE)
 - TD TRENCH DRAIN
 - PROPOSED ROOF DRAIN PIPE
 - PROPOSED STORM PIPE

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GRAPHIC SCALE IN FEET
0 10 20 40

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PREPARED FOR
MCNEAL DEVELOPMENT
1642 POWERS FERRY ROAD SE SUITE 450
MARIETTA, GA 30067

PROJECT
3335 DOGWOOD
3335 DOGWOOD DRIVE, HAPEVILLE, GA 30354
LAND LOT 98, 14TH DISTRICT
PARCEL ID: 14 009800160 339

DATE
2/1/2024

PROJECT NO.
019955008

TITLE
GRADING & DRAINAGE PLAN

SHEET NUMBER
C3.00

DATE
2/1/2024

PROJECT NO.
019955008

TITLE
GRADING & DRAINAGE PLAN

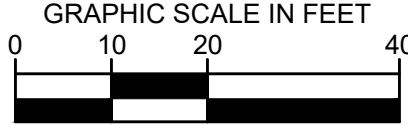
SHEET NUMBER
C3.00

Drawing name: K:\mnt_civil\019955008_dogwood_hapeville\CA\plansheets\CA-00 - UTILITY PLAN.dwg C4-00 UTILITY PLAN Feb 01, 2024 9:48am By: Tyler Bishop

UTILITY LEGEND:

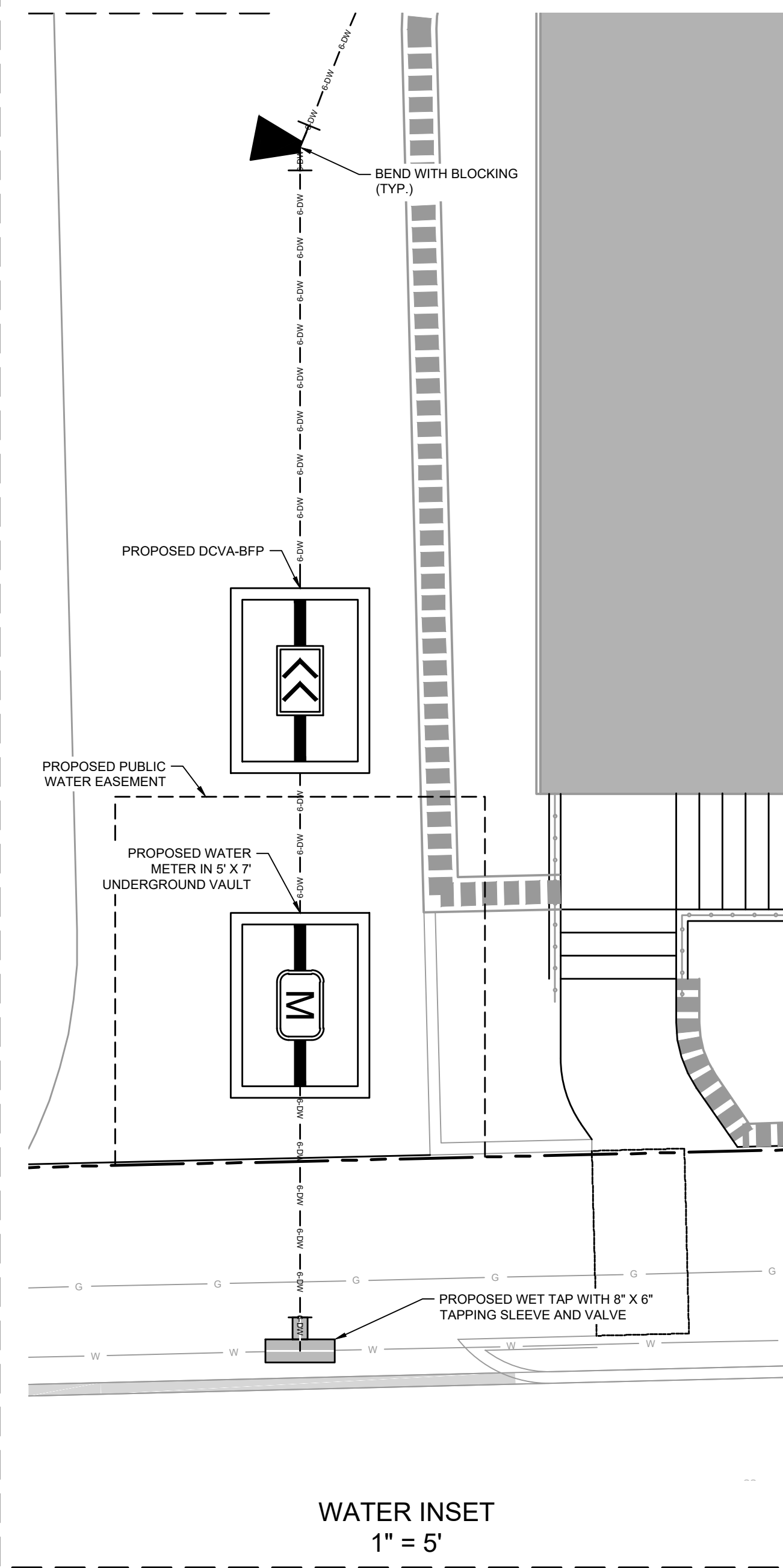
W	PROPOSED WATER LINE
SS	PROPOSED SANITARY SEWER PIPE
○	PROPOSED SANITARY SEWER CLEANOUT
●	SANITARY SEWER MANHOLE
⊕	WATER VALVE
⊕	FIRE HYDRANT
⊕	WATER MAIN TAPPING SLEEVE
⊕	WATER CONNECTIONS AND BENDS

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UTILITY NOTES:

1. ALL SANITARY SEWER CLEANOUTS IN PAVED AREAS SHALL HAVE A BRASS CAP SET FLUSH WITH THE PROPOSED GRADE.
2. CONTRACTOR SHALL COORDINATE UTILITY CONNECTION AND REROUTING LOCATIONS WITH APPLICABLE AGENCIES.
3. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH SEWER AUTHORITY SANITARY SEWER AND WATER AUTHORITY WATER STANDARDS AND SPECIFICATIONS.
4. ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
5. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.
6. ALL UTILITY CONNECTIONS END AT 5' OUTSIDE OF THE BUILDING FOOTPRINT. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING PLANS FOR BUILDING LAYOUT AND INTERNAL UTILITY SERVICE.
7. ALL ONSITE UTILITIES SHALL BE LOCATED UNDERGROUND.
8. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.
9. WATER MAINS AND SANITARY SEWERS SHALL BE INSTALLED WITH A MINIMUM OF 10 FEET OF HORIZONTAL SEPARATION.



WATER SUPPLY EVALUATION

Date: 10/18/2022 Prepared By: Sherree Sheridan

JOB INFORMATION

Job Name: Hapeville Property
Site Location: 3293 Dogwood Dr.
City/State: Hapeville, Ga.

RAW FLOW TEST DATA

Static Pressure (psi):	75	Hydrant Static Pressure (PSI)
Residual Pressure (psi):	45	Hydrant Residual Pressure (PSI)
Outlet Coefficient:	0.9	Outlet Coefficient (Standard .90)
Outlet Size in Inches:	2.5	Outlet Size in Inches
Pilot Reading in PSI:	30	Pilot Reading in PSI
Flow (gpm):	819	29.84 CFS Part of Pilot
Flow @ 20 psi (gpm):	1275	Static PSI 20/Static PSI-Res PSI

Water Supply Source: ☒ City ☐ Tank ☐ Pump

Test Date: 10/18/2022
Effective Location: On Site Hydrant
Info. Supplied By: Richard Trapp GFP

No issues found during visual inspection of Hydrant.

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MCNEAL DEVELOPMENT

1642 POWERS FERRY ROAD SE SUITE 450
MARIETTA, GA 30067

PREPARED FOR	DATE	TGB	BY
	02/01/2024		

SITE PLAN RESUBMITTAL

ISSUANCE AND REVISION DESCRIPTIONS

No.	DATE	DESCRIPTION

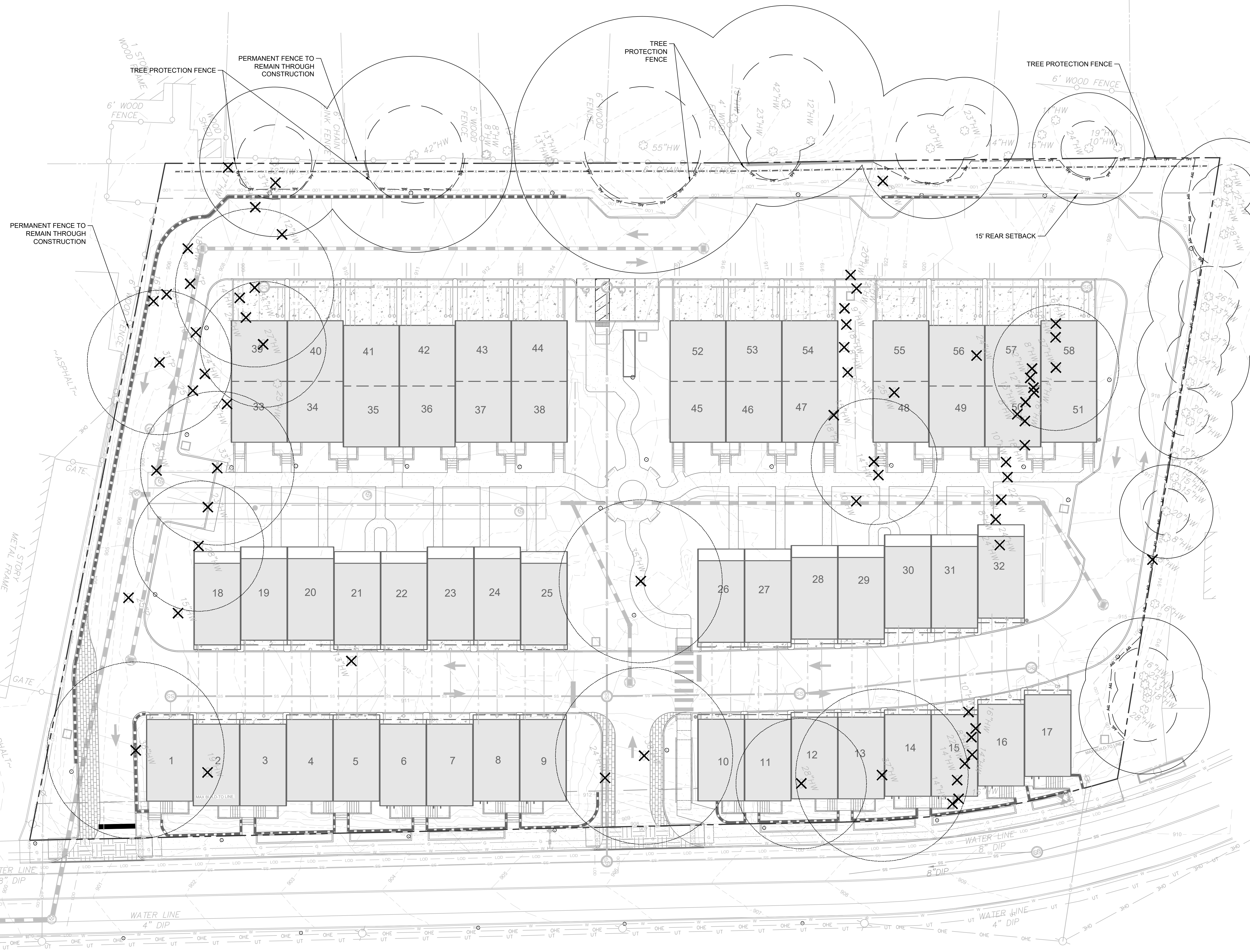
3335 DOGWOOD

3335 DOGWOOD DRIVE, HAPEVILLE, GA 30354
LAND LOT 98, 14TH DISTRICT
PARCEL ID: 14 009800160 39

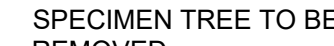
PROJECT

GEORGIA REGISTERED ENGINEER
No. PE042335
DANIEL TEHR

GSWCC NO. 0000077807
DRAWN BY TGB
DESIGNED BY TGB
REVIEWED BY IDK
DATE 2/1/2024
PROJECT NO. 019955008
TITLE
UTILITY PLAN
SHEET NUMBER
C4.00



TREE PROTECTION LEGEND

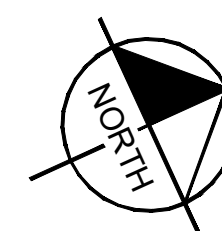


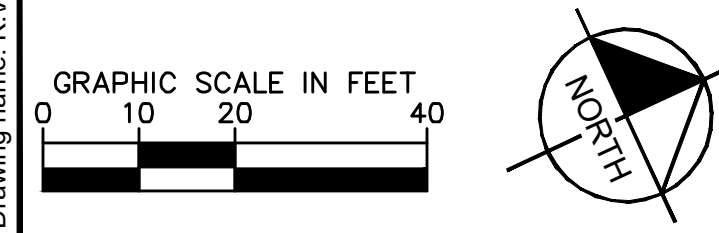
NOTE:

ALL BRUSH AND DEBRIS TO BE CLEARED FROM THE 15' REAR
SETBACK. EXISTING TREES TO REMAIN MUST BE RESTORED TO
A CLEAN AND HEALTHY CONDITION.

TREE CONSERVATION NOTES:

- THE INCHES PER ACRE SHOWN ON THE TREE PRESERVATION AND/OR REPLACEMENT PLAN(S) MUST BE VERIFIED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY. CONTACT THE CITY OF HAPEVILLE AT 404-669-2120 TO ARRANGE A SITE INSPECTION.
- ALL TREE PROTECTION DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO START OF ANY LAND DISTURBING ACTIVITY AND SHALL BE MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED AND CERTIFICATE OF OCCUPANCY IS ISSUED. CONTACT THE CITY OF HAPEVILLE FOR AN INSPECTION.
- THE SITE CONTRACTOR SHALL COORDINATE SERVICE ROUTING OF ALL GAS, TELEPHONE, AND ELECTRICAL LINES WITH THE APPROPRIATE UTILITY COMPANY. ALL CONSTRUCTION MUST COMPLY WITH EACH UTILITY'S STANDARDS AND SPECIFICATIONS AND NOT INTERFERE WITH TREE PLANTING SITES OR EXISTING TREES TO BE PRESERVED.
- TREE PROTECTION AND REPLACEMENT SHALL BE ENFORCED ACCORDING TO THE CITY OF HAPEVILLE STANDARDS. ANY FIELD ADJUSTMENTS TO TREE PROTECTION DEVICE TYPES OR LOCATIONS OR SUBSTITUTIONS OF PLANT MATERIALS SHOWN ON THE APPROVED PLANS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY.
- ALL BUFFERS SHALL BE REPLANTED TO BUFFER STANDARDS WHERE SPARSELY VEGETATED OR WHERE DISTURBED. REPLANTINGS ARE SUBJECT TO CITY OF HAPEVILLE APPROVAL.
- MAINTENANCE INSPECTION OF TREES WILL BE PERFORMED AFTER ONE (1) GROWING SEASON FROM THE DATE OF THE FINAL CONSTRUCTION INSPECTION. PROJECT OWNERS AT THE TIME OF THE MAINTENANCE INSPECTION ARE RESPONSIBLE FOR ORDINANCE COMPLIANCE.
- LABEL AT LEAST ONE TREE OF EACH VARIETY WITH A SECURELY ATTACHED WATER-PROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAME.





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Drawing name: K:\ALP_LAP\019555006_Dogwood Hapeville\CAD\Plansheets\L1-00 - LANDSCAPE PLAN.dwg L1.02 ARB REPORT Jan 31, 2024 9:44am by: catharine henderson



3201 Clay Road | Austell, GA 30106 | 770.823.5374 | christie@speakingfortrees.com

Tree Assessment for 3309 – 3345 Dogwood Drive, Hapeville

May 8, 2023

Eric Shade
Kimley-Horn
1200 Peachtree Street, NE
Suite 800
Atlanta, GA 30309

Dear Eric:

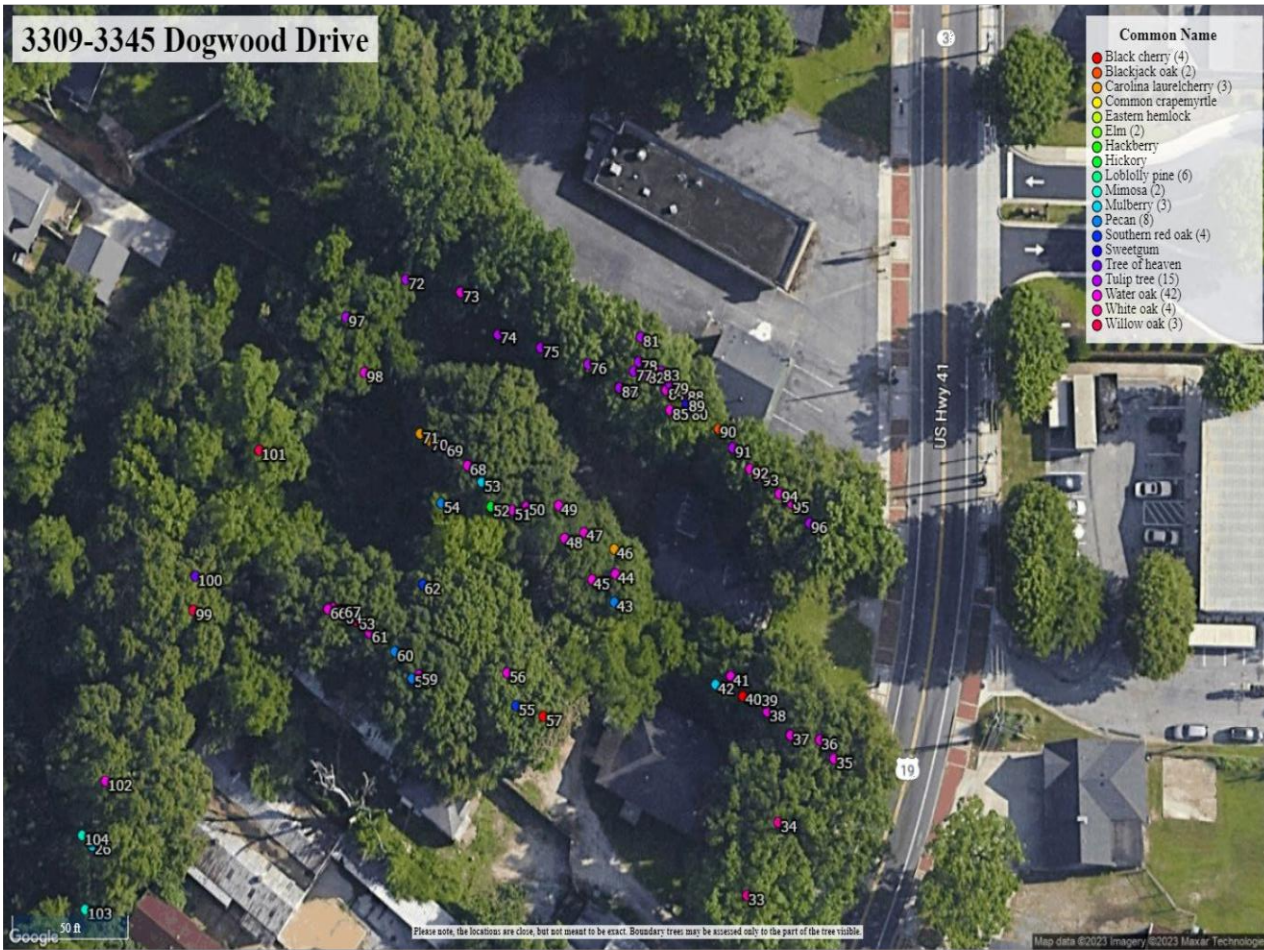
Based on the site map below, I completed a Level 2 tree assessment, and the condition of each tree is shown on the spreadsheet.



Eric Shade – Kimley-Horn
3309 – 3345 Dogwood Drive, Hapeville
Page 4



Eric Shade – Kimley-Horn
3309 – 3345 Dogwood Drive, Hapeville
Page 2



Tree ID	Common Name	Scientific Name	Condition	DBH	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	Green Spread	Latitude	Longitude	Notes	Overall	Tree Quality
1	Water oak	Quercus nigra	Dead	18					18	33.040000	-84.400000		1	1
2	Water oak	Quercus nigra	Healthy	18					18	33.040000	-84.400000		2	2
3	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		3	3
4	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		4	4
5	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		5	5
6	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		6	6
7	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		7	7
8	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		8	8
9	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		9	9
10	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		10	10
11	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		11	11
12	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		12	12
13	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		13	13
14	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		14	14
15	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		15	15
16	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		16	16
17	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		17	17
18	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		18	18
19	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		19	19
20	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		20	20
21	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		21	21
22	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		22	22
23	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		23	23
24	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		24	24
25	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		25	25

Locations are close, but not meant to be exact. Boundary trees may be assessed only to the part of the tree visible.

Eric Shade – Kimley-Horn
3309 – 3345 Dogwood Drive, Hapeville
Page 3

Tree ID	Common Name	Scientific Name	Condition	DBH	DBH Stem 1	DBH Stem 2	DBH Stem 3	DBH Stem 4	Green Spread	Latitude	Longitude	Notes	Overall	Tree Quality
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5	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		5	5
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7	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		7	7
8	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		8	8
9	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		9	9
10	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		10	10
11	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		11	11
12	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		12	12
13	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		13	13
14	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		14	14
15	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		15	15
16	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		16	16
17	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		17	17
18	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		18	18
19	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		19	19
20	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		20	20
21	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		21	21
22	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		22	22
23	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		23	23
24	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		24	24
25	Water oak	Quercus nigra	Minor damage	18					18	33.040000	-84.400000		25	25

MILLER LOWRY
2864 PEACHTREE ROAD NW SUITE 540
ATLANTA, GA 30305

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3335 DOGWOOD
3335 DOGWOOD DRIVE, HAPEVILLE, GA 30354
LAND LOT 98, 14TH DISTRICT
PARCEL ID: 14 009800160 39

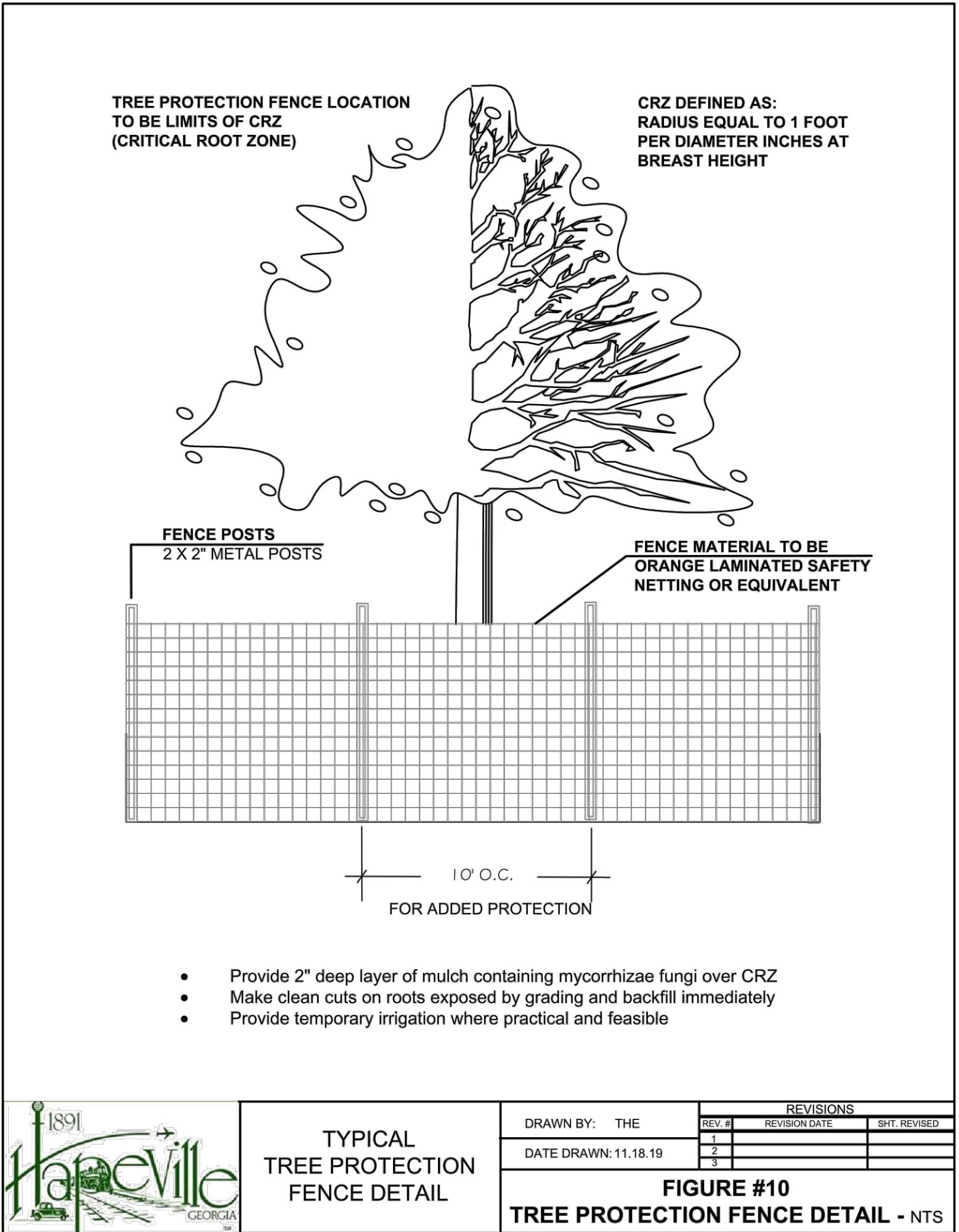
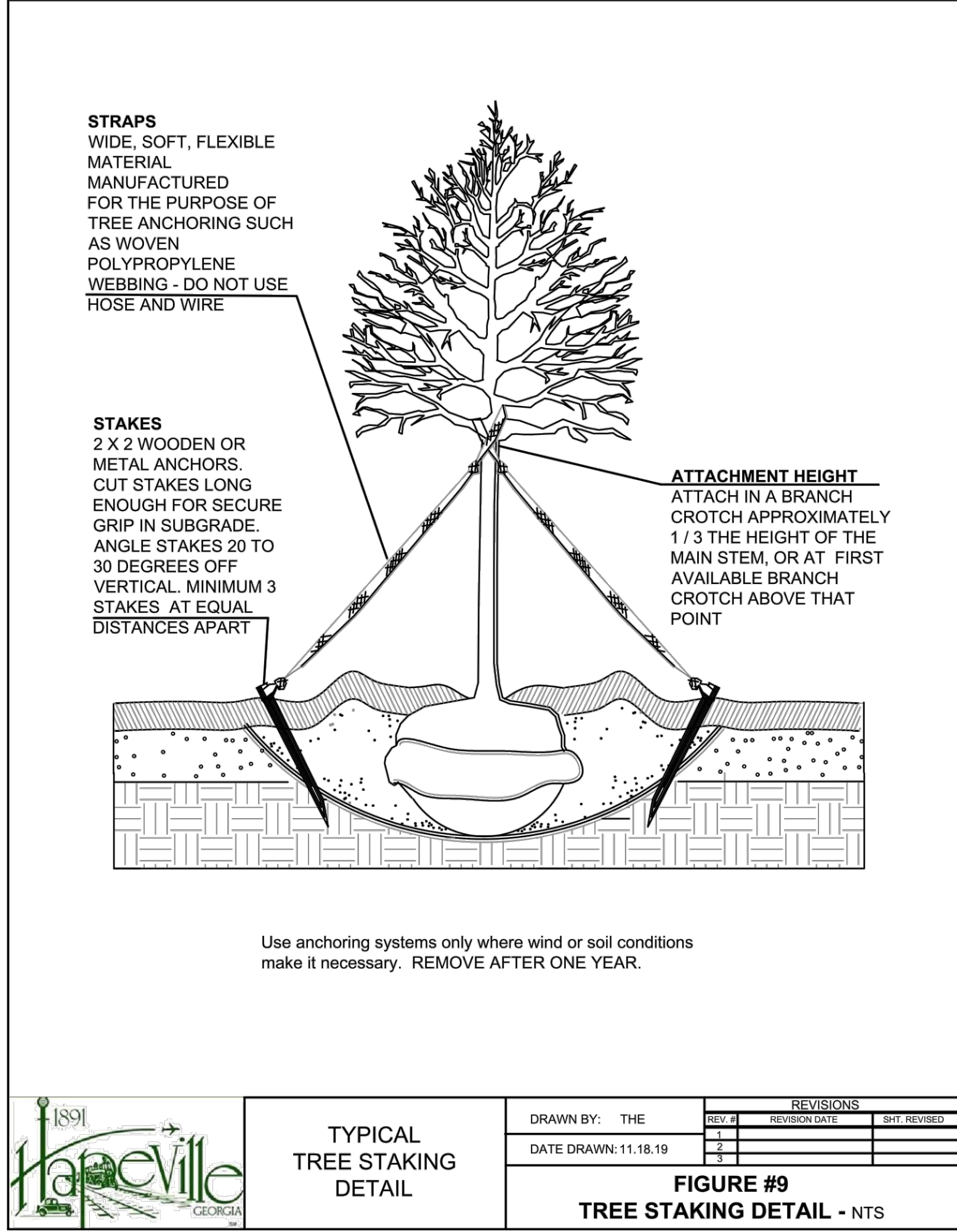
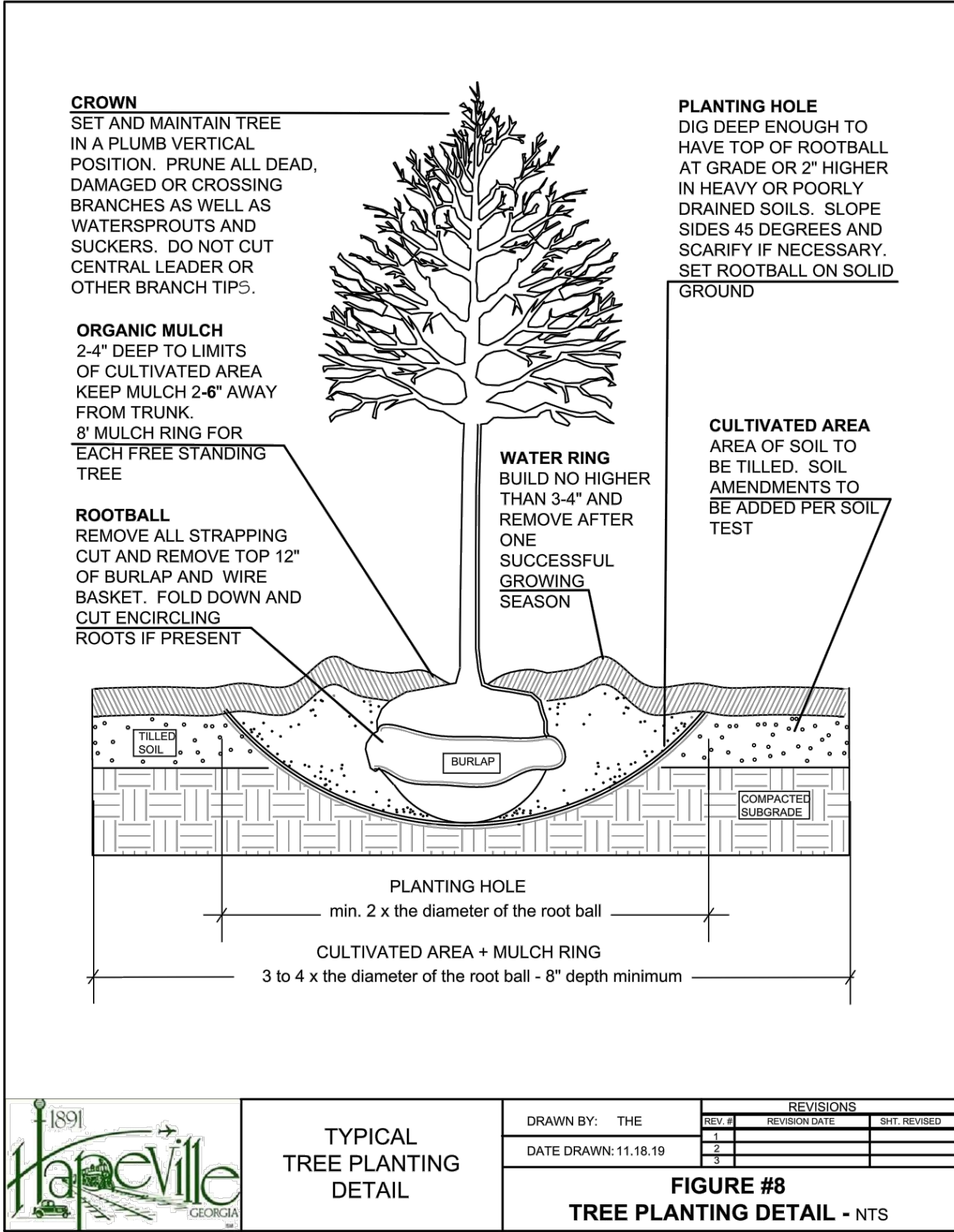
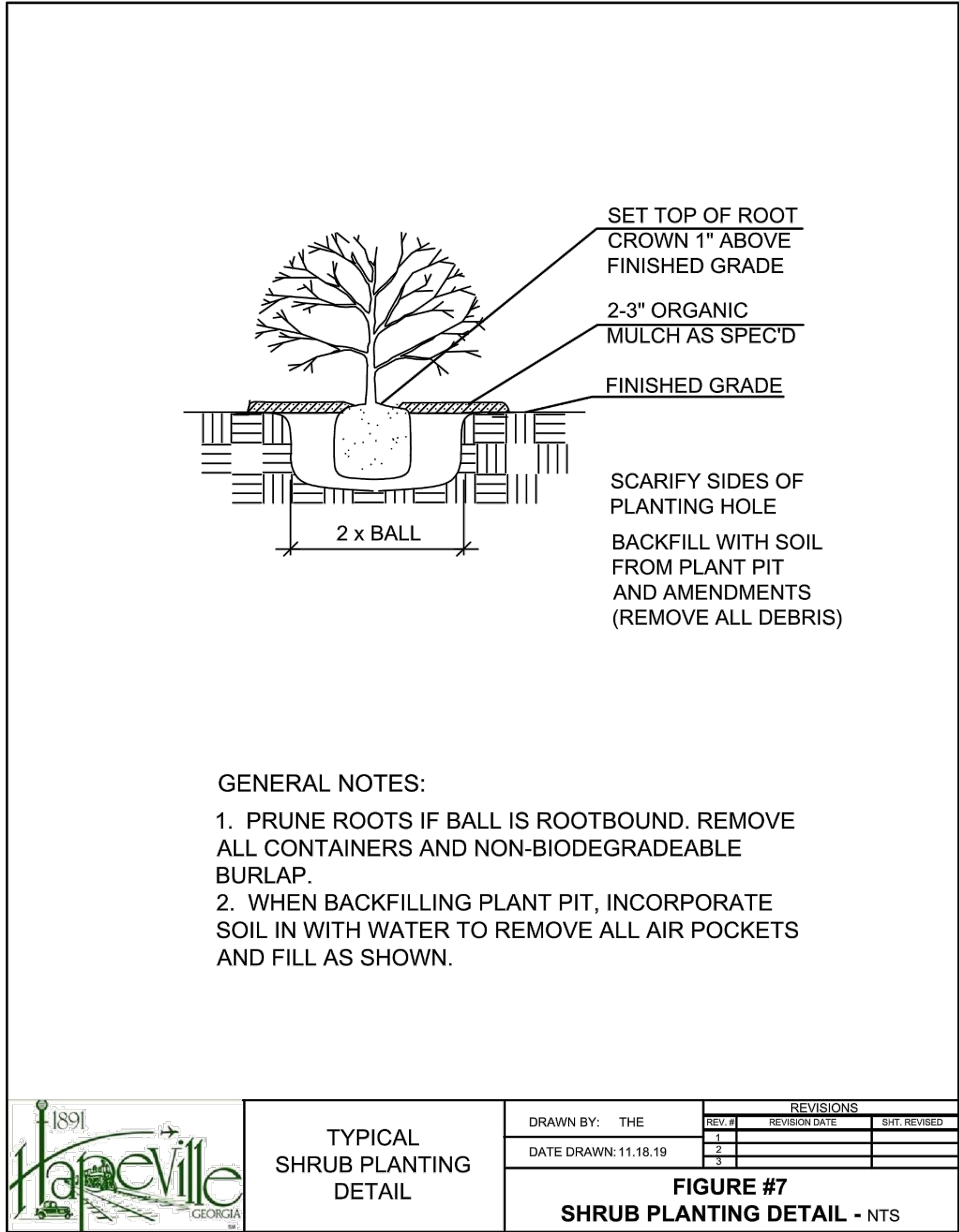


GSWCC NO. 0000077807
DRAWN BY TGB
DESIGNED BY TGB
REVIEWED BY IDK
DATE 10/21/2022
PROJECT NO. 019955008

TITLE
ARBORIST
REPORT

SHEET NUMBER
L1-02

Drawing name: K:\ALP_LAP\019955008_Dogwood Hapeville\CAD\Plansheets\L1-00 - LANDSCAPE PLAN.dwg L1.03 PLANTING NOTES & DETAILS Jan 31, 2024 9:44am by: catherine.henderson



REV.	REVISION DATE	BY
1		
2		
3		
4		
5		
6		
7		
8	02/01/2024	TGB

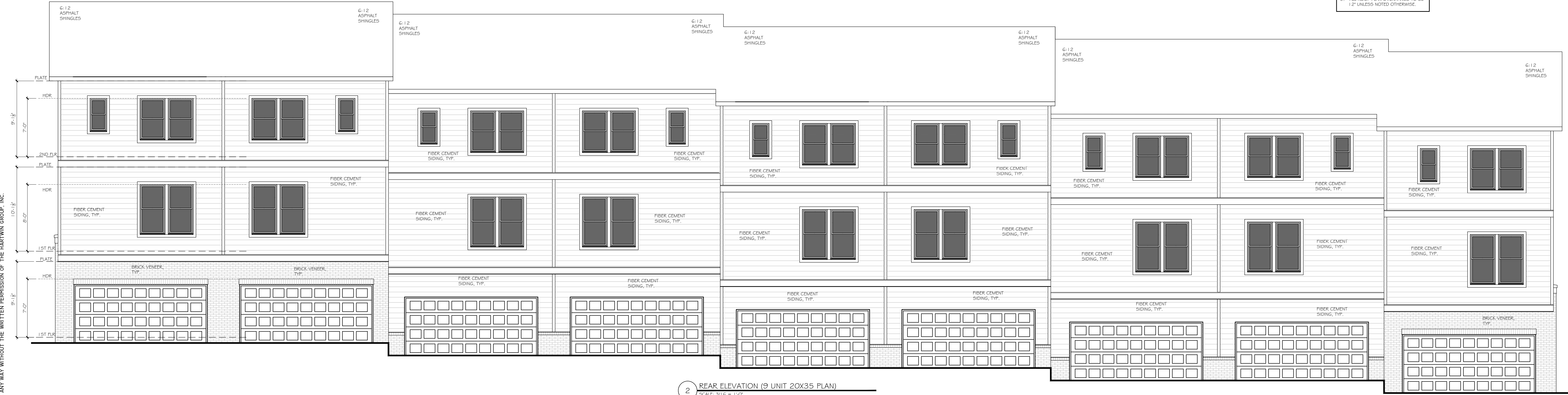


GSWCC NO. (LEVEL II)	0000077807
DRAWN BY	CLH
DESIGNED BY	CLH/EHS
REVIEWED BY	EHS
DATE	10/21/2022
PROJECT NO.	019955008

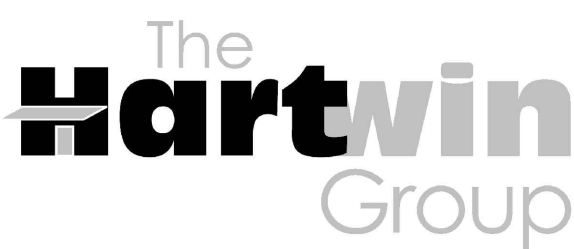


1 FRONT ELEVATION (9 UNIT 20X35 PLAN)
SCALE: 3/16" = 1'-0"

- ELEVATION NOTES:
1. DO NOT SCALE PLANS FOR CONSTRUCTION PURPOSES.
 2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DETAILS AND DIMENSIONS.
 3. VERIFY WITH WINDOW MFG. ALL WINDOW SIZES AND EGRESS REQ.
 4. GUTTERS SHALL BE ALUMINUM OR GALVANIZED STEEL.
 5. ALL ROOF PLAN OVERHANGS TO BE 12" UNLESS NOTED OTHERWISE.



2 REAR ELEVATION (9 UNIT 20X35 PLAN)
SCALE: 3/16" = 1'-0"



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PHONE: (770) 231-2344 FAX: (888) 415-2782

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3355 DOGWOOD
ELEVATIONS FOR 20x35 PRODUCT

SUBDIVISION COLLECTION:
START DATE: 04/05/2024
DRAWN BY: MHART
SCALE:

SHEET NO.

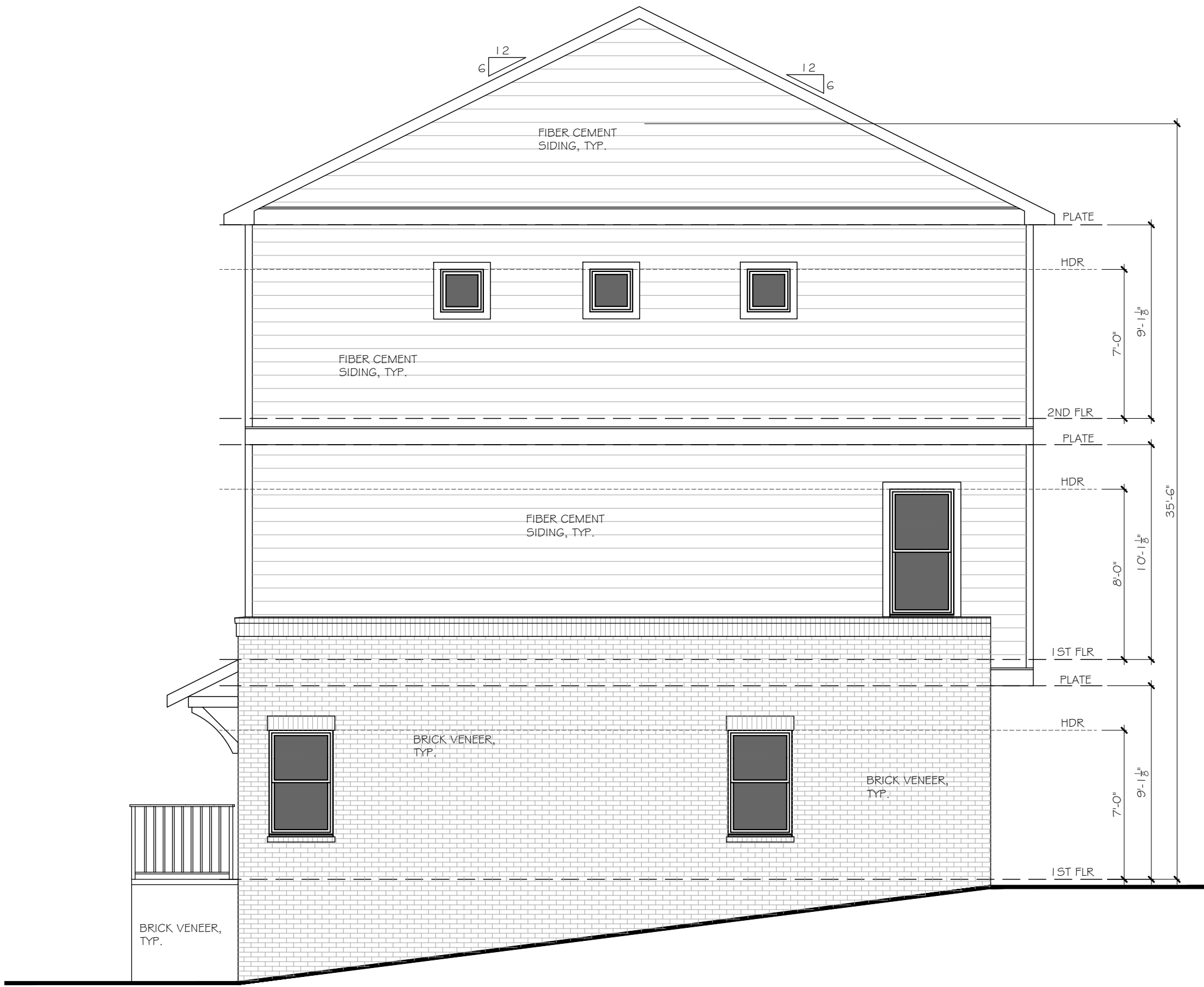
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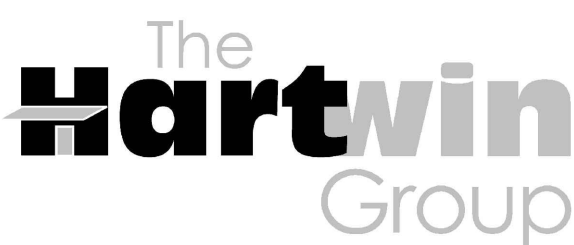
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2 LEFT ELEVATION (9 UNIT 20X35 PLAN)
SCALE: 3/16" = 1'-0"



1 RIGHT ELEVATION (9 UNIT 20X35 PLAN)
SCALE: 3/16" = 1'-0"



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3355 DOGWOOD

ELEVATIONS FOR 20x35 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

DRAWN BY:
MHART

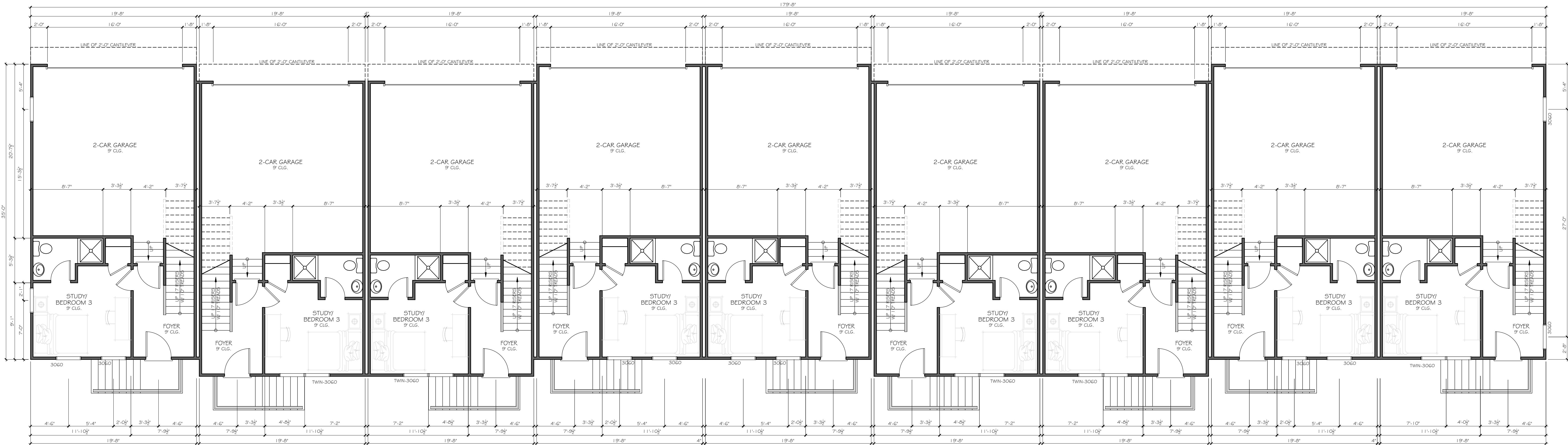
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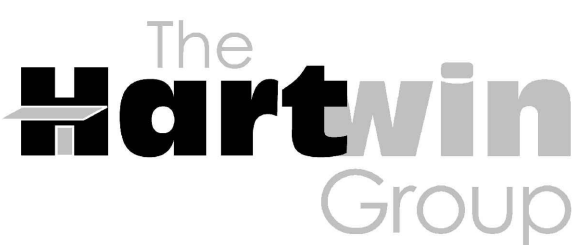
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1 TERRACE (9 UNIT 20X35 PLAN)
SCALE: 3/16" = 1'-0"



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3355 DOGWOOD

TERRACE FOR 20x35 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

DRAWN BY:

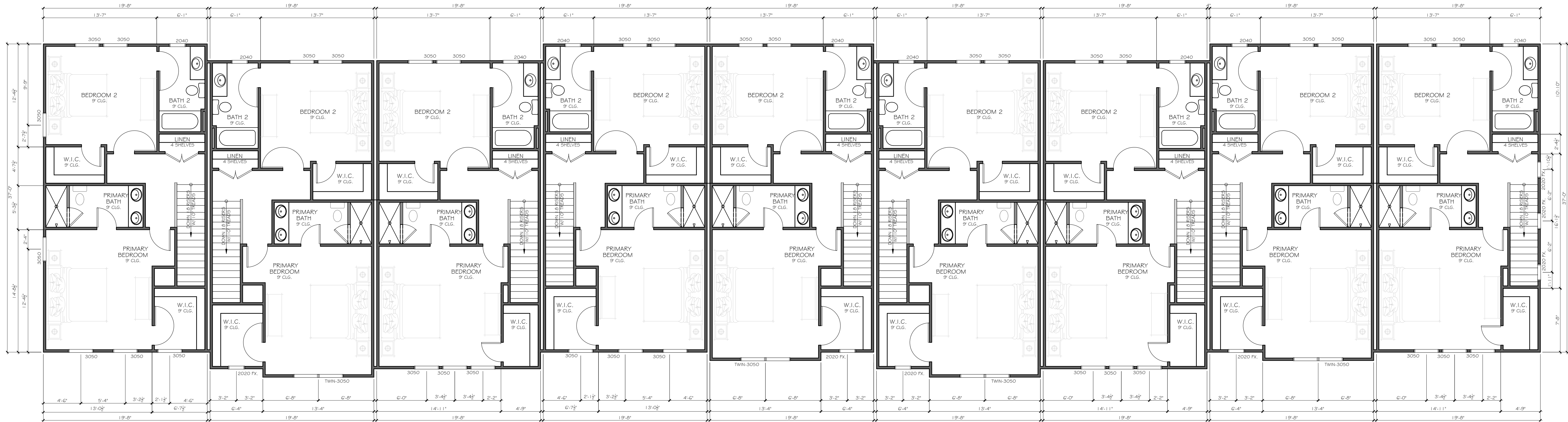
MHART

SCALE:

SHEET NO.

A.2.2

OF



2 2ND FLOOR (9 UNIT 20X35 PLAN)
SCALE: 3/16" = 1'-0"



1 1ST FLOOR (9 UNIT 20X35 PLAN)
SCALE: 3/16" = 1'-0"



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3355 DOGWOOD

1ST. & 2ND. FLOOR FOR 20x35 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

DRAWN BY:

MHART

SCALE:

SHEET NO.

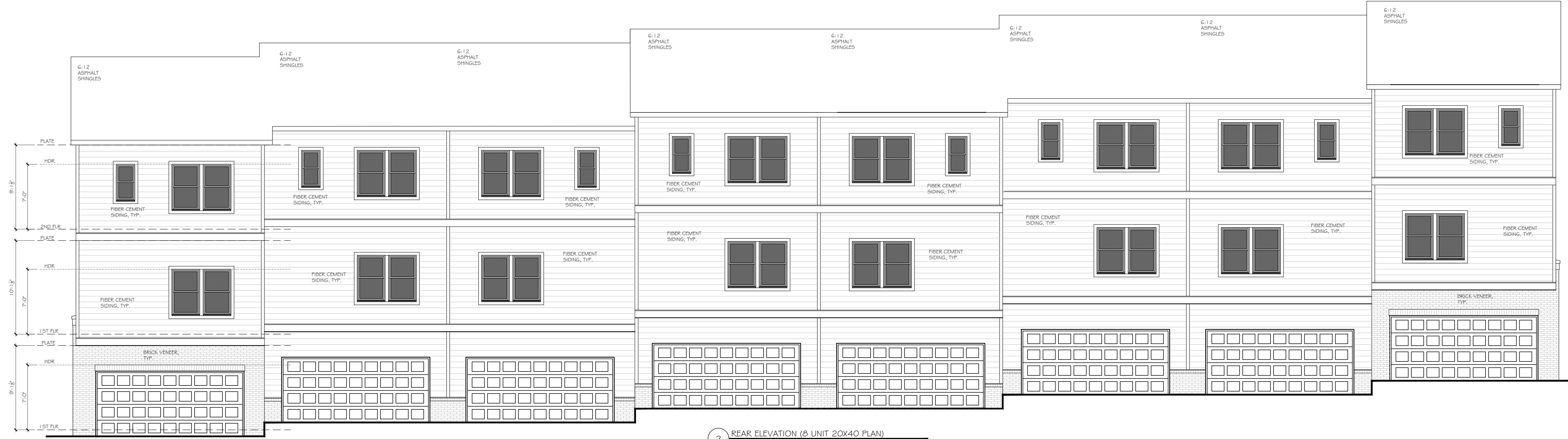
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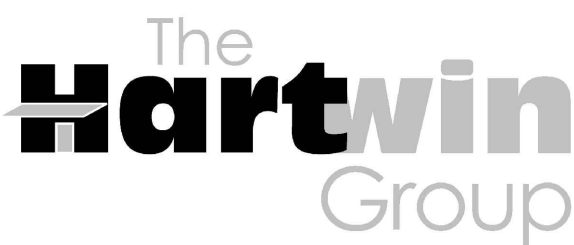
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1 FRONT ELEVATION (3 UNIT 20X40 PLAN)
SCALE: 3/16" = 1'-0"



2 REAR ELEVATION (3 UNIT 20X40 PLAN)
SCALE: 3/16" = 1'-0"



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3355 DOGWOOD

ELEVATIONS FOR 20x40 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

DRAWN BY:

MHART

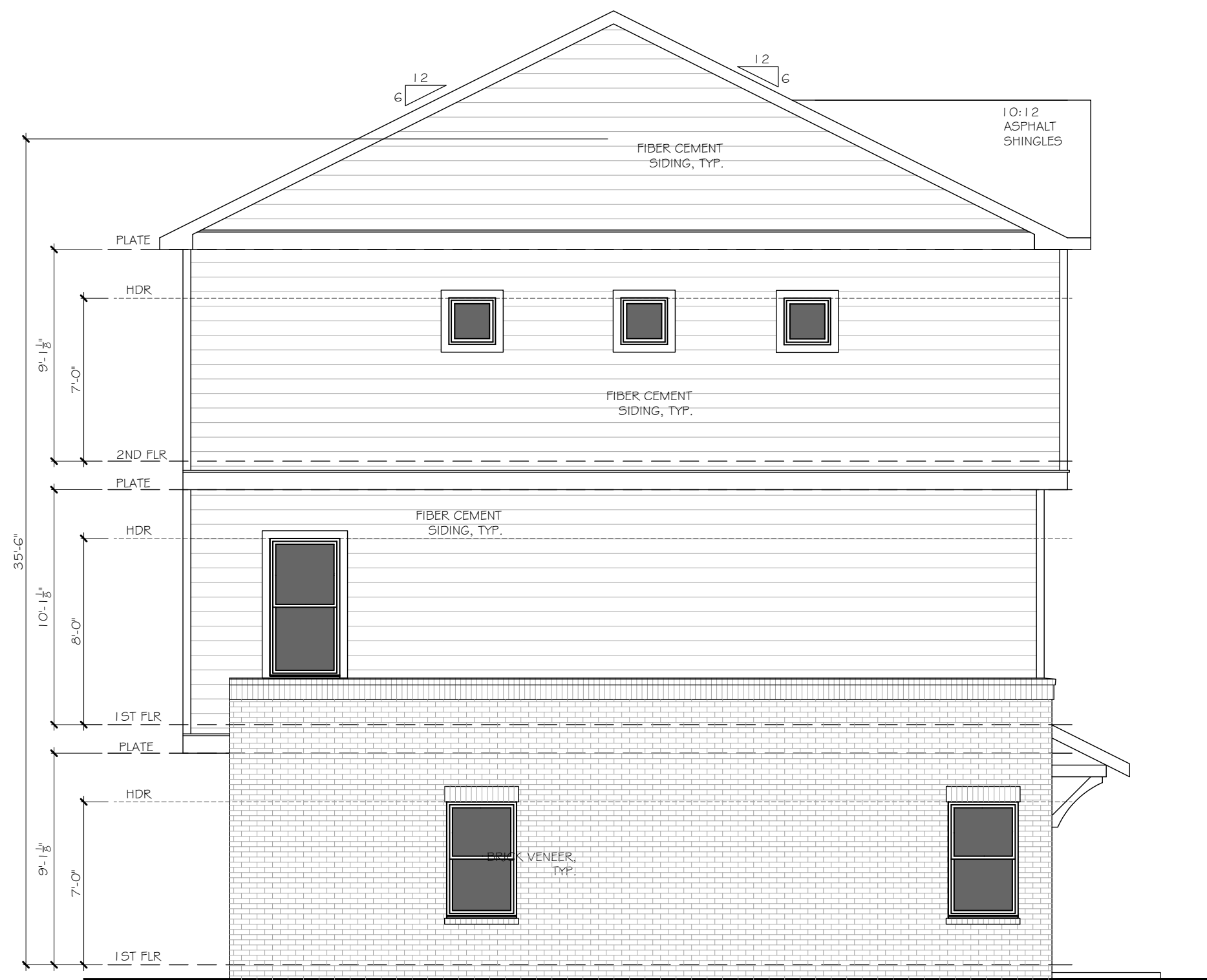
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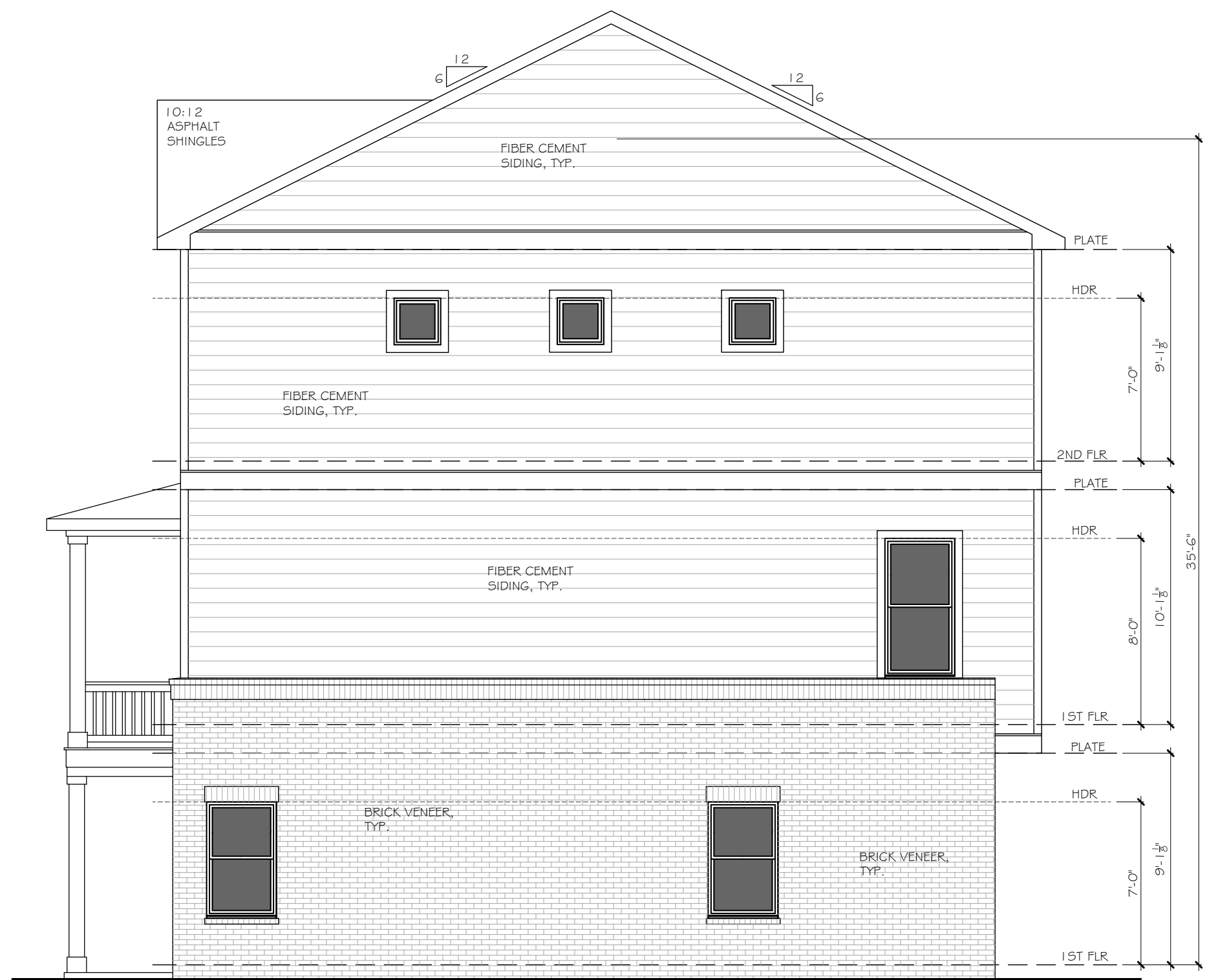
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2 LEFT ELEVATION (8 UNIT 20X40 PLAN)
SCALE: 3/16" = 1'-0"

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3355 DOGWOOD

ELEVATIONS FOR 20x40 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

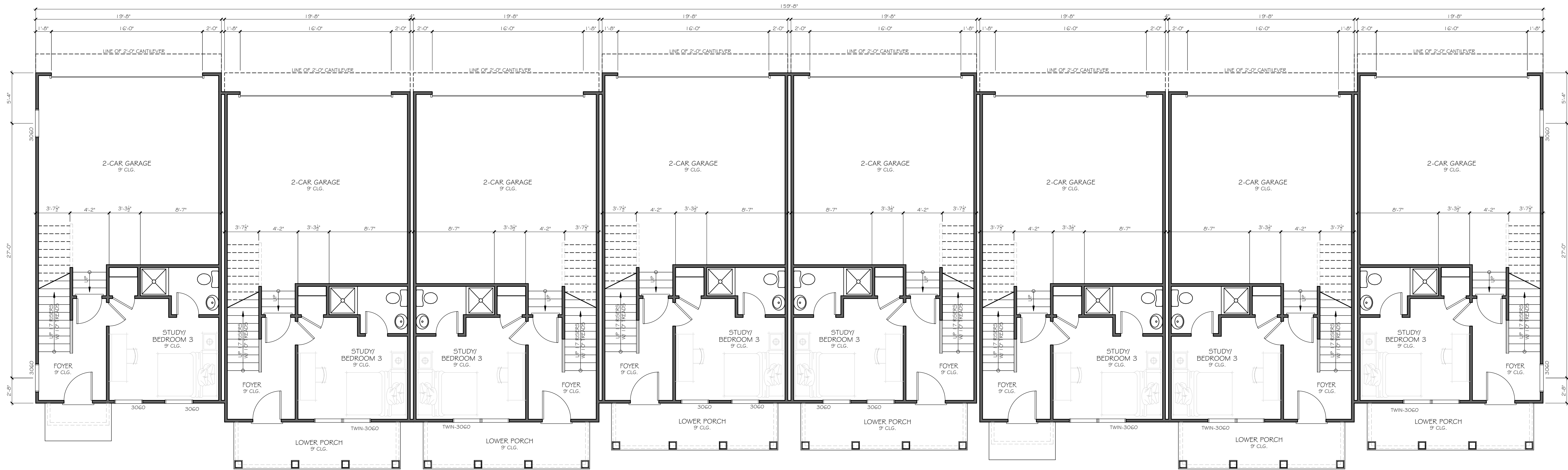
DRAWN BY:
MHART

SCALE:

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A.2.4

OF



1 TERRACE (8 UNIT 20X40 PLAN)
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TERRACE FOR 20x40 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

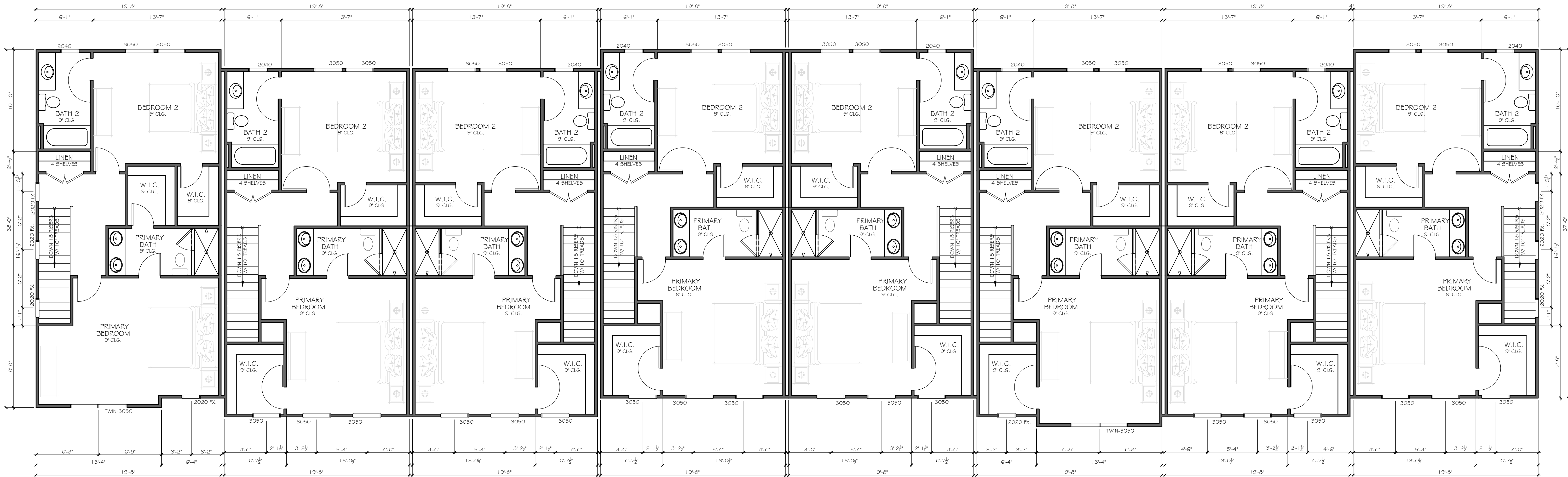
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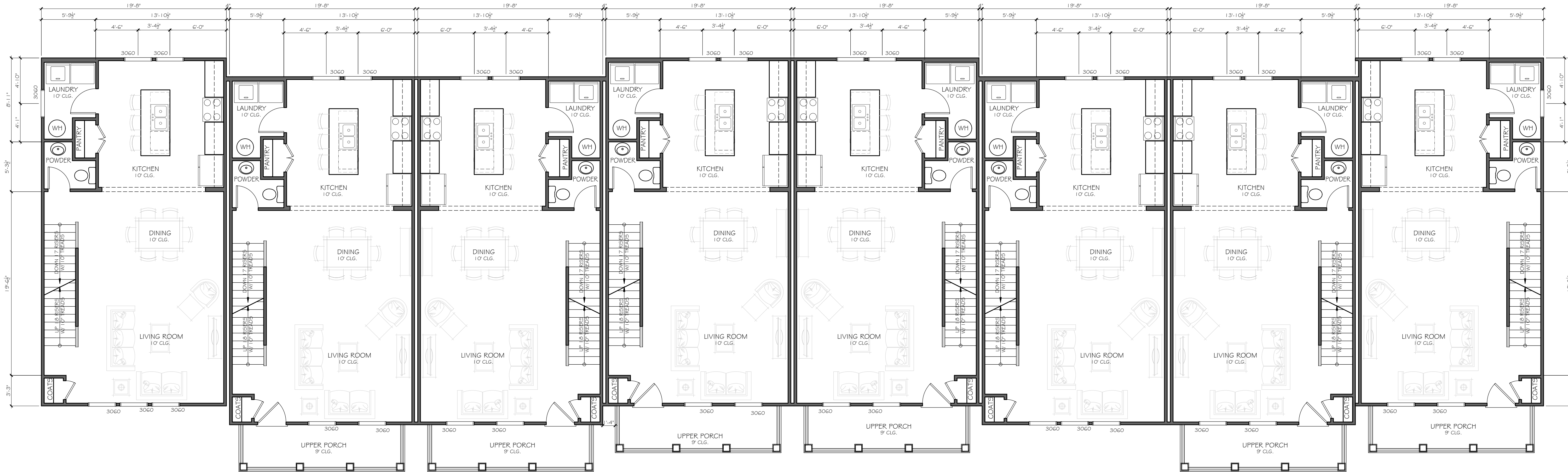
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A.2.5

OF



2 2ND FLOOR (8 UNIT 20X40 PLAN)
SCALE: 3/16" = 1'-0"



1 1ST FLOOR (8 UNIT 20X40 PLAN)
SCALE: 3/16" = 1'-0"



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3355 DOGWOOD

1ST. & 2ND. FLOOR FOR 20x40 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

DRAWN BY:

MHART

SCALE:

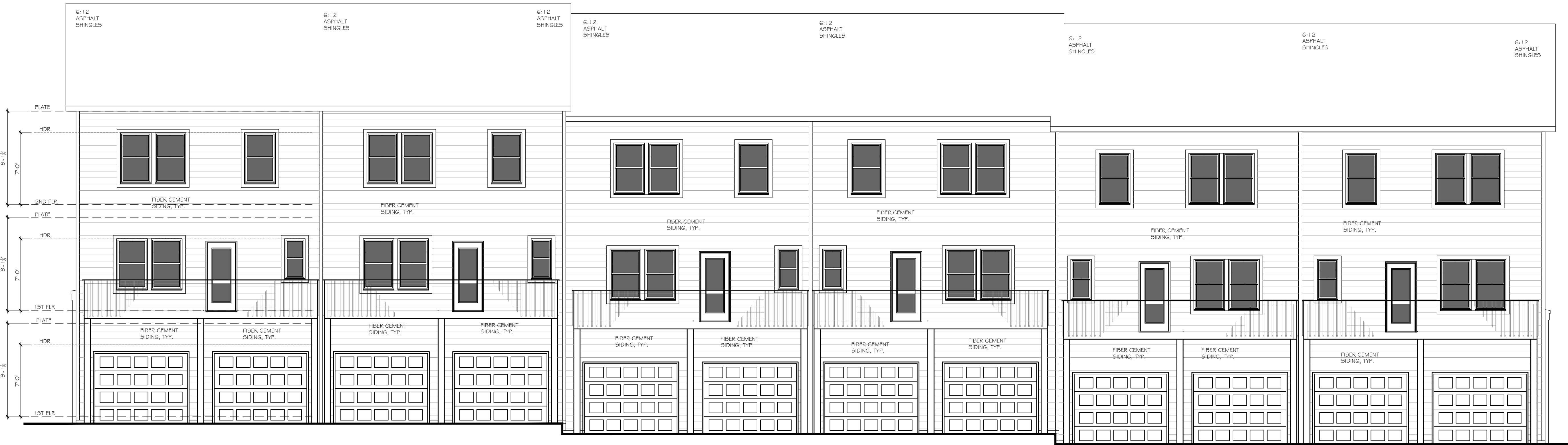
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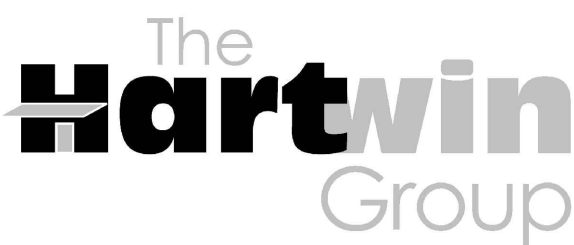
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1 FRONT ELEVATION (12 UNIT 24X52 PLAN)
SCALE: 3/16" = 1'-0"



2 REAR ELEVATION (12 UNIT 24X52 PLAN)
SCALE: 3/16" = 1'-0"



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3355 DOGWOOD

ELEVATIONS FOR 24x52 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

DRAWN BY:
MHART

SCALE:

SHEET NO.

A.2.7

OF

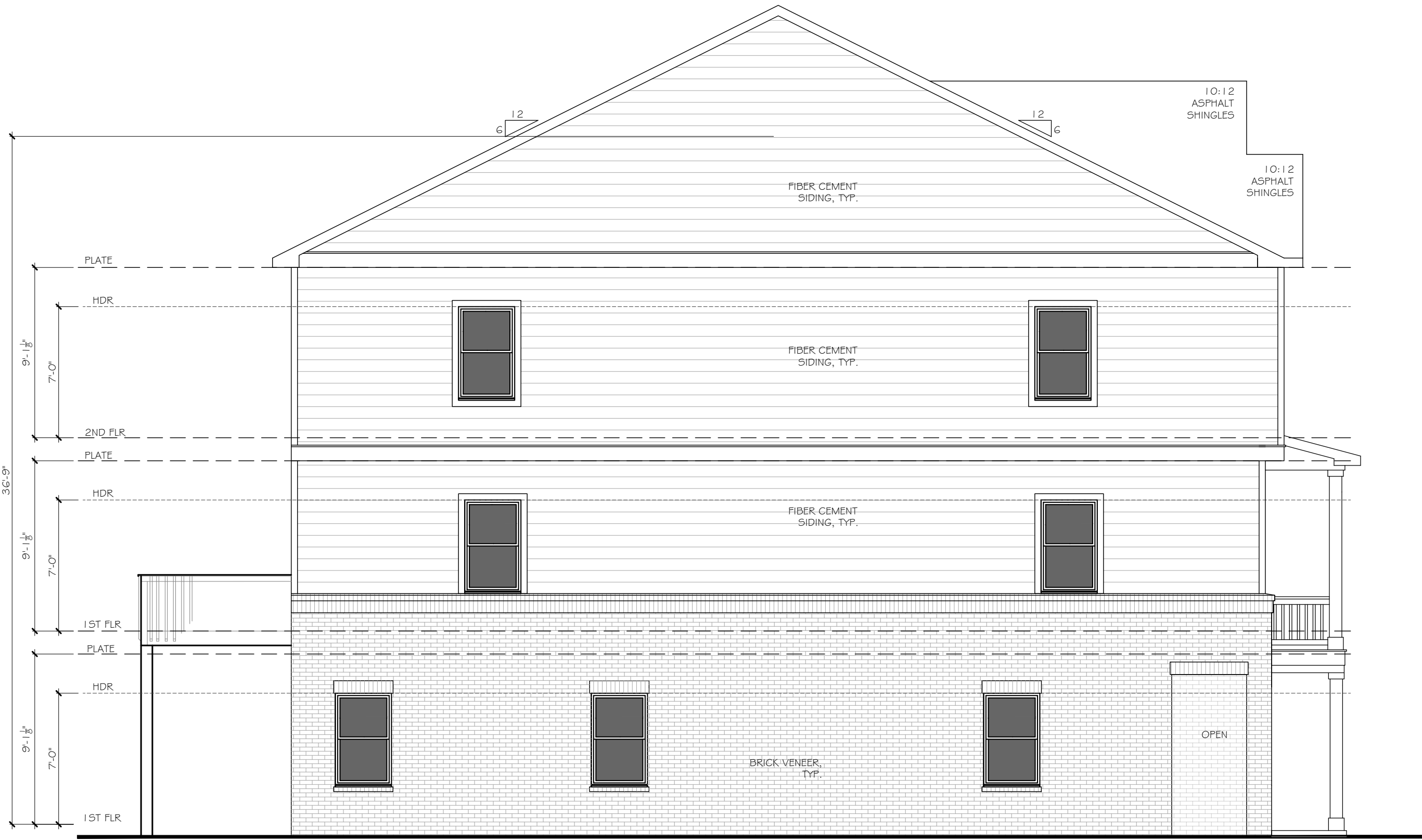
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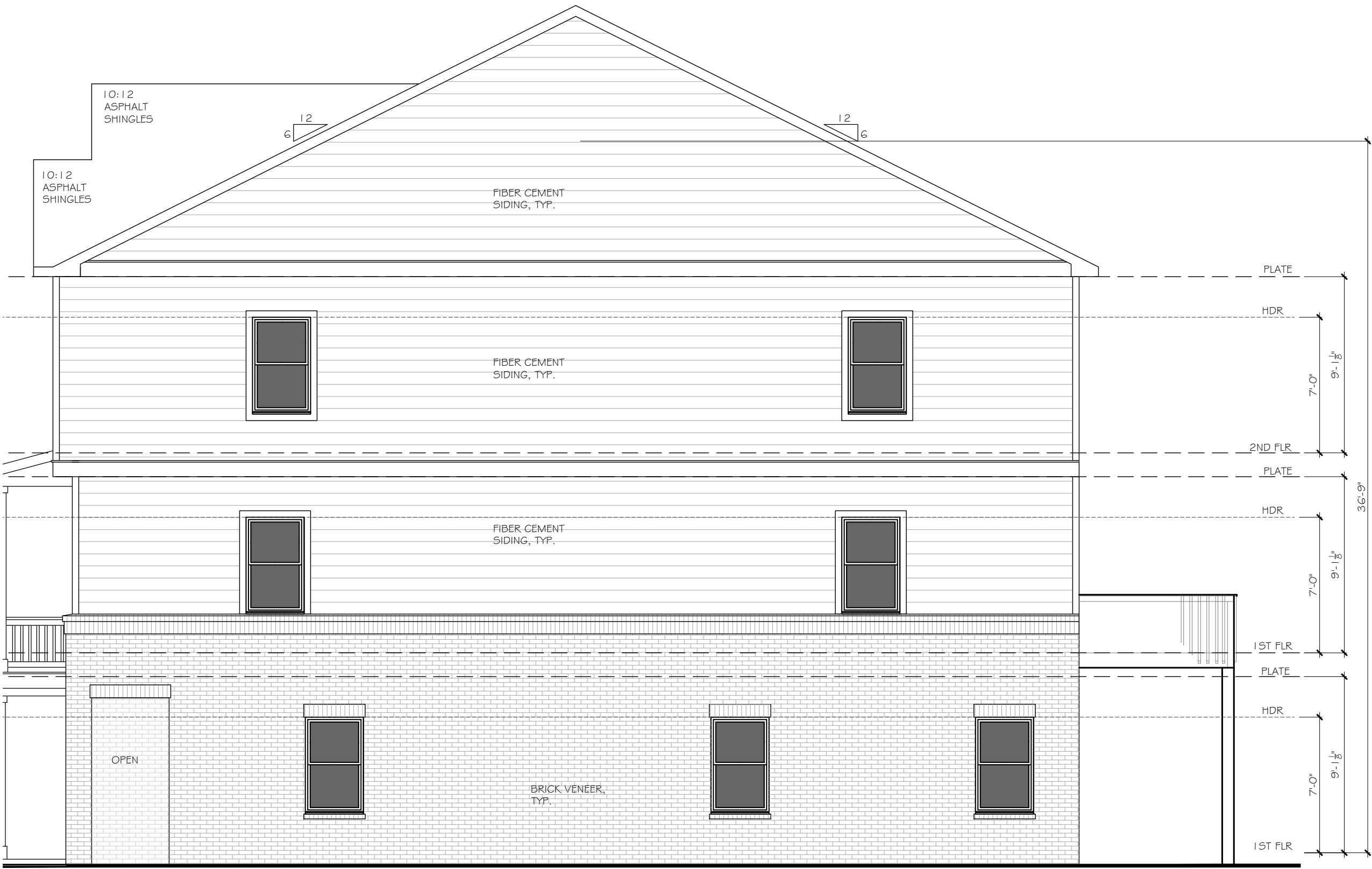
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2

LEFT ELEVATION (12 UNIT 24X52 PLAN)

SCALE: 3/16" = 1'-0"



1

RIGHT ELEVATION (12 UNIT 24X52 PLAN)

SCALE: 3/16" = 1'-0"



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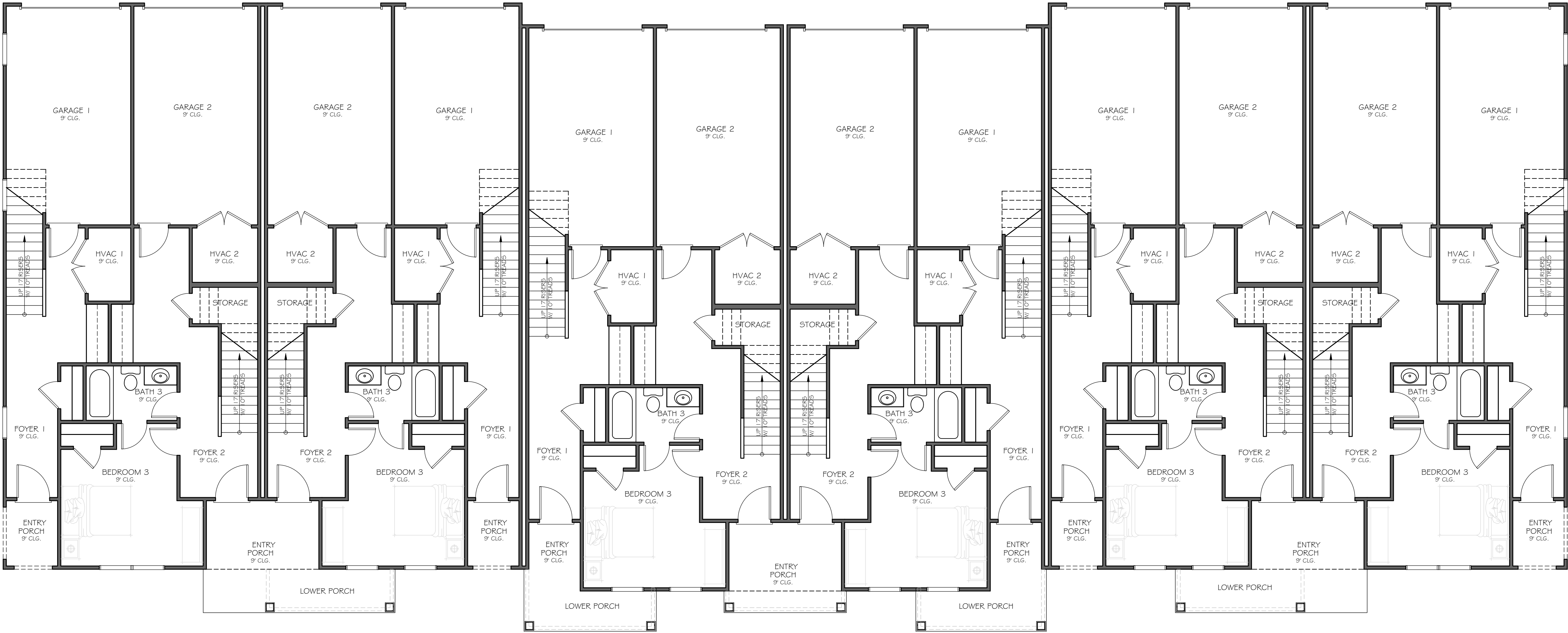
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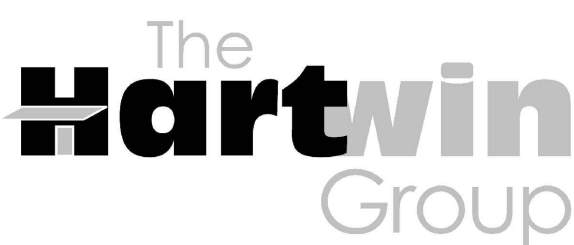
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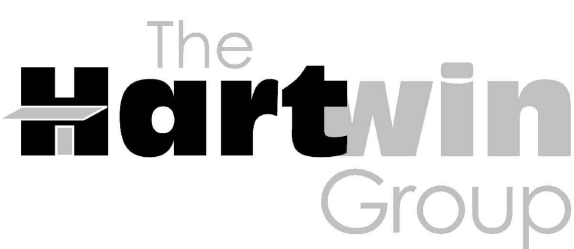
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1 1ST. FLOOR (12 UNIT 24x52 PLAN)
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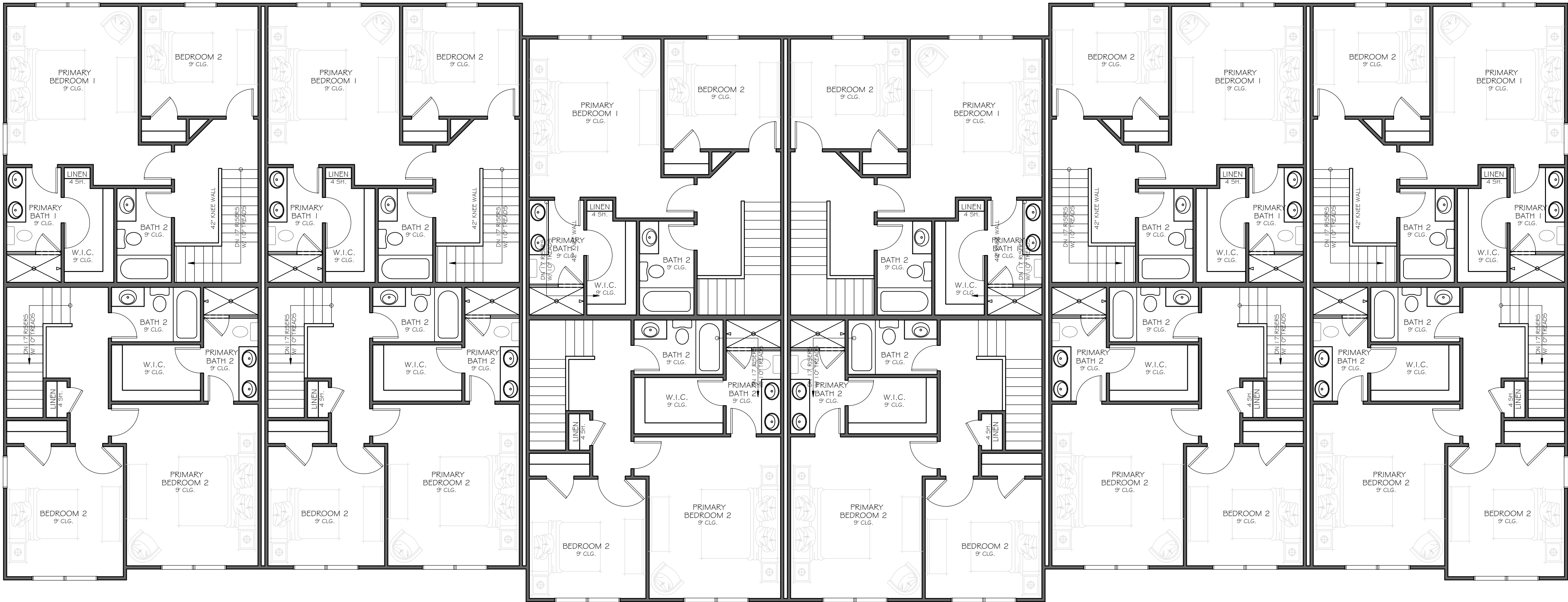
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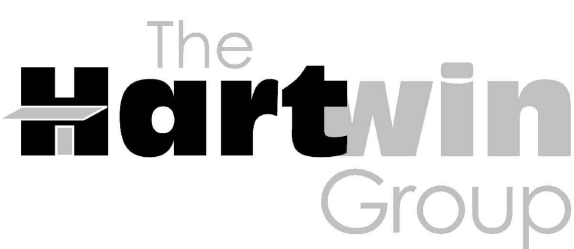
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2ND. FLOOR FOR 24x52 PRODUCT

SUBDIVISION COLLECTION:

START DATE:

04/05/2024

DRAWN BY:
MHART

SCALE:

SHEET NO.

A.2.11

OF



PLANNER'S REPORT

DATE: February 29, 2024
 TO: Adrienne Senter
 FROM: Lynn Patterson
 RE: Rezoning for 3 tracts from V, Village to U-V, Urban Village
 Parcel numbers 14 009800160105, 14 009800160113, and 14 09800160121

BACKGROUND

The City of Hapeville received a rezoning application from Daniel Kerr, PE on behalf of Dogwood Assemblage, LLC for the rezoning of 3 parcels from V, Village to U-V, Urban Village as part of a larger 1.34 acre assemblage intended to redevelop the site to include 58 build to rent townhomes across 7 buildings. A previous rezoning application was presented to Mayor & Council in March 2022 as a fee simple townhome project. The approved site plan expired with no construction commencing between approval of the previous site plan and the 12-month expiration per City Code. As the ownership for the individual units differed from the project presented (from fee simple to build to rent with a master owner), the property was referred back for a rezoning hearing by the Mayor & Council.

In May 2023, the City Council passed a moratorium on all multi-family, single-family attached/townhome/patio home, triplex, and duplex projects while the City reviewed infrastructure, public safety, traffic, and zoning standards. The moratorium will likely be lifted in March 2024 with concurrent zoning amendments geared toward improving the quality of multifamily and townhome developments.

The current rezoning application, submitted in February 2024, includes the site plan submitted in 2022 with the original rezoning application. The elevations have been modified from the previous plan and must be reviewed by the Design Review Committee. The site plan will be reviewed for compliance with all applicable City Codes and Ordinances.

Table 1 Parcels under consideration for Rezoning

Parcel ID	Property Address
14 009800160105	3309 Dogwood Drive
14 009800160113	3319 Dogwood Drive
14 009800160121	3327 Dogwood Drive

The location of the proposed parcels are shown on Figure 1, City of Hapeville Zoning Map. According to the City of Hapeville Future Land Use Map (Figure 2), the properties are identified as Medium Intensity Mixed Use.

Figure 1 City of Hapeville Current Zoning Map

City of Hapeville Official Zoning Map

February, 21 2023: As Amended from February 1, 2022

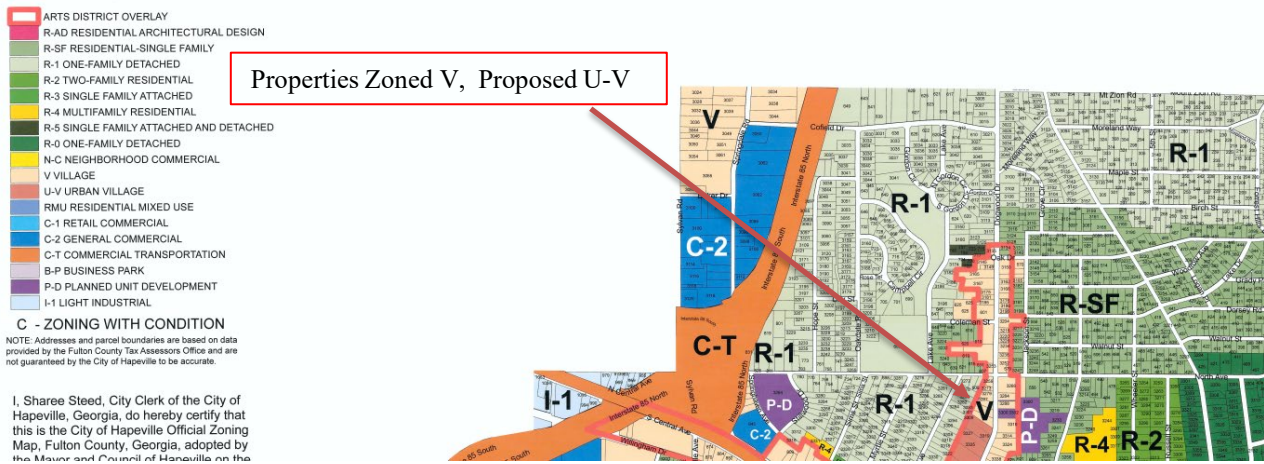


Figure 2 City of Hapeville Future Land Use Map

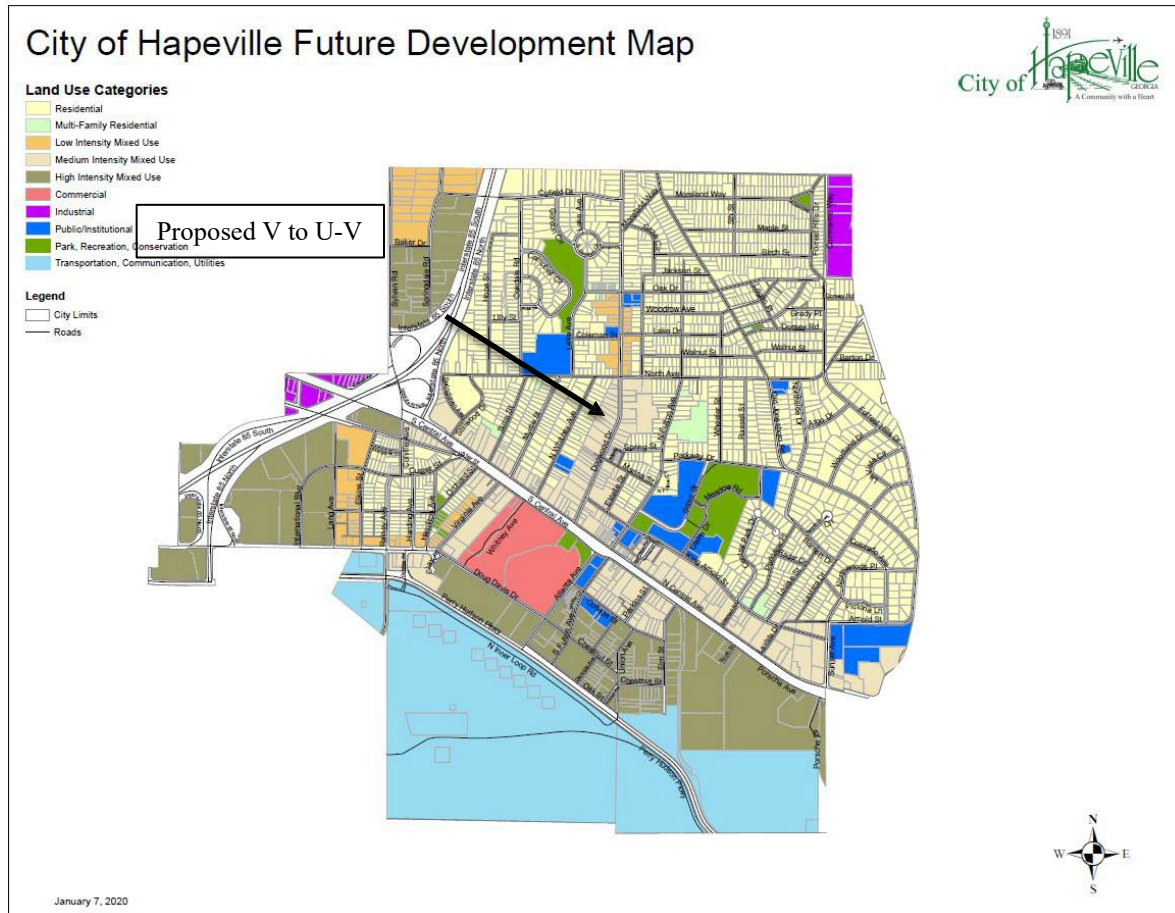


Table 2 Permitted Uses

<i>V, Village (Current)</i>	<i>U-V, Urban Village (Proposed)</i>
Any use permitted in the D-D zone;	Business and professional offices/agencies
Any use permitted in the C-1 zone subject to the requirements of this article;	Institutional uses
Single-family detached dwellings;	Retail; sales, with a maximum floor area of 6,000 square feet
Single-family attached dwellings with at least four units attached	Retail; drugstores, pharmacies and soda shops with a maximum floor area of 15,000 square feet.
Group homes, subject to the restrictions in section 93-2-19 ;	Retail; sales, with a maximum floor area of 20,000 square feet*
Adult daycare facilities	Retail; grocery stores with a minimum floor area of 30,000 square feet.
Condominiums subject to approval as a conditional use; and	Personal services, with a maximum floor area of 6,000 square feet
Combination of residential and business applications within a single structure. However, each use must have a separate entrance	Customary accessory uses and buildings including noncommercial gardens and greenhouses.
	Bed and breakfast inns without kitchens or cooking facilities in rooms used for guest occupancy.
	Restaurants or carry-out restaurants but not including drive-through/drive-in restaurants with a maximum size of 6,000 square feet. Such restaurants shall be allowed to operate no more than six billiard tables upon the premises. Drive-through or drive-in restaurants may be allowed through special permit. The desired configuration for a drive-through or drive-in restaurant in this district is not a stand-alone building but rather part of a larger development and the site plan specifically addresses pedestrian orientation and safety.
	Theaters (with a maximum size of 8,000 square feet) which do not provide entertainment as defined in section 11-2-1 of this Code, including adult films, adult stage productions, adult videos or other adult entertainment performances.
	Customary accessory buildings and uses.

	Public, private and parochial schools operated for the purpose of instructing in elementary and high school general education subjects. In addition, other schools are allowed subject to a finding by the city planning commission that the proposed method of establishment and operation would not adversely impact the use and enjoyment of surrounding properties.
	Churches and other places of worship.
	Single-family detached dwellings, subject to the density restrictions in subsection (19) of this section.
	Single-family attached dwellings with at least two units attached, but no more than 12 and subject to the density restrictions in subsection (23) of this section.
	Group homes, subject to the restrictions in section 93-2-19 .
	Adult daycare facilities.
	Combination of residential and business applications within a single structure, provided that each use must have a separate entrance directly accessible from the required sidewalk or within a jointly used lobby.
	Bail bond offices, subject to section 93-2-23 .
	Check cashing businesses, subject to section 93-2-23 .
	Pawnshops, subject to section 93-2-23 .
	Private probation offices, subject to section 93-2-23 .
	Residential density limitations shall be as follows: The maximum permitted residential density of a master planned development shall be 40 units per acre as calculated based on the sum of all residential uses and the total acreage of the project, including multiple parcels or city blocks, but not rail lines, public streets, or other areas not owned by the applicant; The built residential density of individual parcels or blocks within a master planned development may be greater or less than 40 units per acre, provided the project's combined average maximum permitted residential density is not exceeded; and Any changes to an approved site plan shall require approval of the city planning commission and shall be reviewed based on the geographic extent of the original approved site plan, shall not exceed maximum density requirements of the original application, and shall indicate all built or planned improvements.
	Veterinarians and animal hospitals.

Table 3 Dimensional Requirements City of Hapeville (as of 2/29/2024)

							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
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	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
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	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	i.

	homes and live-work unit													
	Accessory structure(s)							0	0	2	25			
	Multifamily	20	2,000		600	90	0/15	0/15	0	0	4 g.	64 g.	1 DU	
	Nonresidential	20	2,000			90	0/15	0/15	0	0	4 g.	64 g.	d, e, i, j, k.	

REVIEW OF APPLICATION

(1) The existing land use pattern;

The existing land use pattern is a combination of single-family homes and commercial buildings along Dogwood. This is the main corridor into the City of Hapeville from the north.

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

To the north of the parcels, the zoning district is V, Village. To the south, the zoning district is U-V, Urban Village. To the rear (west), the zoning District is R-1. The area is designated as medium density mixed use in the Future Land Use Map.

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

The population density does increase from the previous land use (single family dwellings) but does not appear to overtax public facilities.

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

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

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

None of the properties are located within the FEMA Flood Map. All city and state requirements regarding drainage, soil erosion, sedimentation, flooding, air quality, and water quality are required during development.

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

There is no evidence the change in zoning is a deterrent to the value or improvement of adjacent property. Adjacent properties are zoned U-V, Urban Village, V, Village, and R-1, One Family Residential. A 15' landscaped evergreen buffer is required at the rear between the proposed townhomes and the rear single-family residential. The project must meet all required tree conservation and site requirements per City Code.

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

As there is a proposed assemblage, the properties must have the same zoning classification. The applicant has requested the U-V, Urban Village zoning for these properties to be consistent with the other two parcels to the south.

(8) The aesthetic effect of existing and future use of the property as it relates to the surrounding area; *The proposed zoning would limit development to the permitted uses listed above. The proposed development is consistent with the 2017 LCI and Comprehensive Plan update. Any development, single family or otherwise, is required to follow the City's ordinances and State regulations regarding stream buffers, etc. All residential uses are subject to the Neighborhood Conservation Area of the Architectural Design Standards.*

(9) The extent to which the proposed zoning map amendment is consistent with the land use plan; *The future land use plan designates the land use as medium density mixed-use. The proposed zoning amendment is consistent with the future land use map.*

(10) The possible effects of the proposed zoning map amendment on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community; *The effects of the zoning map amendment could be minor given the proposed use. The U-V district does allow additional permitted uses not found in V, Village Zoning. The rezoning is conditioned to this proposed project and site plan for a build to rent townhome development. Any other uses would require rezoning and a new site plan.*

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

The proposed zoning map amendment would not substantially change the purpose of these zoning regulations.

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

A site plan was provided and approved in 2022 but included fee simple townhomes. This proposal is for build to rent townhomes. The site plan will be reviewed for current Code compliance.

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

Along Dogwood Drive, there are mixed uses. To the rear, there is a single-family zoning district. A buffer is required for either V or U-V zoning.

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

The property enfronts Dogwood Drive and the rear is adjacent to a single-family zoning district.

FINDINGS

The proposed zoning is required for the assemblage and development of the project in its entirety. The differences between V, Village and U-V, Urban Village are negligible for single-family attached dwellings, including build-to-rent. The site plan and revised elevations will be reviewed by the Planning Commission and Design Review Committee, respectively. The rezoning of the properties subject to the development of the site with a Planning Commission-approved site plan and Design Review Committee-approved elevations is recommended for Council approval and any conditions for the site the Council deems appropriate.

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: KAWEMAH WILLIAMS

Printed at 03/04/24 13:57 by kwill-tj

Acct #: 243567

Ad #: 397107

Status: New

CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA GA 30354

Start: 03/13/2024 Stop: 03/13/2024
Times Ord: 1 Times Run: ***
LEGLV 1.00 X 5.56 Words: 300

Total LEGLV 5.56

Class: 9000 MISCELLANEOUS LEGALS

Rate: LEGL Cost: 50.00

Affidavits: 1

Ad Descrpt: FN-4712 APRIL 16, 2024 6P

Descr Cont: FN-4712 GPN13 NOTICE CITY

Given by: *

P.O. #:

Created: kwill 03/04/24 13:42

Last Changed: kwill 03/04/24 13:56

Contact: ADRIENNE SENTER

Phone: (404)696-8269

Fax#:

Email: asenter@hapeville.org

Agency:

PUB ZONE EDT TP RUN DATES
SFUL A 95 S 03/13

AUTHORIZATION

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.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION (CONTINUED)

Salesperson: KAWEEMAH WILLIAMS

Printed at 03/04/24 13:57 by kwill-tj

Acct #: 243567

Ad #: 397107

Status: New

FN-4712
Gpn13

NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, April 16, 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:

Rezoning Request:
Rezoning requests for the properties located at 3309 Dogwood Drive, 3319 Dogwood Drive, 3327 Dogwood Drive, Parcel Identification Numbers 14-0098-0016-010-5, 14-0098-0016-011-3, 14-0098-0016-012-1 from V, Village to U-V, Urban Village for the purpose of constructing a residential townhome development.
Applicant: Daniel Kerr, PE

Public Hearing Comments:
For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at sspeed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on April 15, 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.

3:13,2024kw



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

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

April 9, 2024 6:00 PM

MINUTES

1. Called to Order at 6:06 PM.

2. Roll Call

Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis - Teleconference
Miller Radford - Absent
Jeanne Rast
Cliff Thomas

3. Approval of Minutes

4.I. Minutes of March 12, 2024

MOTION ITEM: Cliff Thomas made a motion to approve the minutes of March 12, 2024, as submitted. Lucy Dolan seconded the motion. Motion Carried: 3-1; Jeanne Rast abstained.

4. Old Business

4.I. 3309, 3319, and 3327 Dogwood Drive Rezoning Request

Background:

Daniel Kerr on behalf of Dogwood Assemblage LLC requested to rezone the properties located at 3309 Dogwood Drive, 3319 Dogwood Drive, 3327 Dogwood Drive (Parcel ID's: 14-0098-0016-010-5, 14-0098-0016-011-3, 14- 0098-0016-012-1) from V, Village to U-V, Urban Village for the purpose of constructing a residential townhome development.

The application requests rezoning of three parcels from V, Village to U-V, Urban Village as part of a larger 1.34-acre assemblage intended to redevelop the site to include 58 build to rent townhomes across 7 buildings. A previous rezoning application was presented to Mayor & Council in March 2022 as a fee simple townhome project. The approved site plan expired with no construction commencing between approval of the previous site plan and the 12-month expiration per City Code. As the ownership for the individual units differed from the project presented (from fee simple to build to rent with a master owner), the property was referred back for a rezoning hearing by the Mayor & Council.

In May 2023, the City Council passed a moratorium on all multi-family, single-family attached/townhome/patio home, triplex, and duplex projects while the City reviewed infrastructure, public safety, traffic, and zoning standards. The moratorium will likely be lifted in March 2024 with concurrent zoning amendments geared toward improving the quality of multifamily and townhome developments.

The current rezoning application, submitted in February 2024, includes the site plan submitted in 2022 with the original rezoning application. The elevations have been modified from the previous plan and must be reviewed by the Design Review Committee. The site plan will be reviewed for compliance with all applicable City Codes and Ordinances.

FINDINGS

The proposed zoning is required for the assemblage and development of the project in its entirety. The differences between V, Village and U-V, Urban Village are negligible for single-family attached dwellings, including build-to-rent. The site plan and revised elevations will be reviewed by the Planning Commission and Design Review Committee, respectively. The rezoning of the properties subject to the development of the site with a Planning Commission-approved site plan and Design Review Committee-approved elevations is recommended for Council approval and any conditions for the site the Council deems appropriate.

Public Comment:

Melvin Traynum, 3550 Atlanta Avenue.

MOTION ITEM: Cliff Thomas made a motion and recommended the Mayor & Council approve the request to rezone the properties located at 3309 Dogwood Drive, 3319 Dogwood Drive, 3327 Dogwood Drive, Parcel Identification Numbers 14-0098-0016-010-5, 14-0098-0016-011-3, 14-0098-0016-012-1 from V, Village to U-V, Urban Village. Lucy Dolan seconded the motion. MOTION CARRIED: 4-0.

4.II. 3309 - 3345 Dogwood Drive

Site Plan Review

Background:

Daniel Kerr on behalf of Dogwood Assemblage LLC requested site plan review to construct a townhome development to be located at 3309 Dogwood Drive (Parcel ID: 14-0098-0016-010-5), 3319 Dogwood Drive (Parcel ID: 14-0098-0016-011-3), 3327 Dogwood Drive (Parcel ID: 14-0098-0016-012-1), 3335 Dogwood Drive (Parcel ID: 14-0098-0016-013-9), and 3345 Dogwood Drive (Parcel ID: 14-0098-0016-029-5). The properties are zoned U-V, Urban Village.

The project is located in the Dogwood Gateway Corridor of the LCI Study/Comprehensive Plan approved by the City in 2017.

The consolidated property is requesting rezoning for the assemblage of U-V, Urban Village (three parcels are currently V, Village zoning with the remainder U-V). The rezoning hearing is scheduled for April 16, 2024). The property is located within the A-D, Arts District Overlay, and is subject to the requirements for Neighborhood Conservation Area of the Architectural Design Standards.

FINDINGS

The site plan is deficient for zoning in the following areas:

- Building height is measured from adjacent grade to highest roof point. Please provide full heights for compliance review.
- Timeline not provided.
- In some areas, with the planters, the sidewalk narrows to 5.5' instead of 10'. Plans indicate a new concrete sidewalk and planter systems will be installed to match city requirements for Dogwood Drive.
- The parking exceeds allowable per Code but is desirable for visitors and supported by Staff. A variance was granted by Board of Appeals October 2022 and staff supports maintaining the variance.
- Per the applicant (GDOT note on C2.00), GDOT granted a waiver for the driveway entrance.

The building elevations will be reviewed by the Design Review Committee for compliance with the Architectural Design Standards. These are significantly different elevations from the previous submittal. Please note that during building design sprinklers will be required.

Once the Applicant has addressed all of the Planner's and Engineer's comments, the site plan is considered compliant.

MOTION ITEM: Jeanne Rast made a motion to approve the site plan request at 3309 – 3345 Dogwood Drive, subject to the deficiencies outlined in the staff reports and approval to maintain the waivers provided in the initial submittal. Lucy Dolan seconded the motion. MOTION CARRIED: 4-0.

5. New Business

5.1. 3558 Elm Street

Subdivision Plat Review

Background:

Derek Hutchinson on behalf of Terwilliger Pappas requested preliminary subdivision plat review to combine 21 parcels into two (2) at 3558-3668 Elm St. (Parcel ID's: 14- 0096-0005-002-7, 14-0096-0005-003-5, 14-0096-0005-023-3, 14-0096-0005-021-7, 14-0096-0005-006-8, 14-0096-0005-007-6, 14-0096-0005-017-5, 14-0096-0005-022-5), 522-540 Porsche Ave. (Henry Ford II Ave.), (Parcel ID's: 14-0095-0001-009-7, 14-0095-0001-027-9, 14-0095-0001-003-0 and 14-

0095-0001-028-7), 543-573 College St. (Parcel ID's: 14-0095-0001-031-1, 14-0095-0001-015-4, 14-0095-0001-014-7, 14-0095-0001-013-9, 14-0095-0001-012-1) 3552-3560 Perkins St., and 3572 Perkins St., 0 Perkins St. (Parcel ID's: 14-0095-0001-011-3, 14-0095-0001-018-8, 14-0095-0001-033-4) for the purpose of constructing a mixed-use, multifamily and retail development. The properties are zoned RMU, Residential Mixed Use.

The applicant is requesting to combine 21 parcels into two (2) parcels for the purpose of constructing a mixed-use, multi-family and retail development with 310 apartments and 8,426 SF of retail sited on 9.08 acres along Elm Avenue and Porsche Drive/South Central. There will be six (6) three-story and four-story multifamily buildings, one four-story mixed-use building and two garage buildings in the rear. The site includes an amenity area, pool, and greenspace. The properties are a mix of vacant land and single-family residential uses.

FINDINGS

The applicant should add the zoning designation of adjacent parcels, address the 40' right of way on Elm Street (should be 50') and address any outstanding issues raised in the Engineer's report. Once the necessary revisions are made, the combination plat may be approved with the understanding the applicant shall comply with all other zoning rules, regulations, covenants, and easements of record.

MOTION ITEM: Jeanne Rast made a motion to approve the combination plat at 3558 Elm Street, subject to the deficiencies outlined in the staff reports. Lucy Dolan seconded the motion. MOTION CARRIED: 4-0.

5.II. 3558 Elm Street

Site Plan Review

Background:

Derek Hutchinson on behalf of Terwilliger Pappas requested site plan review to construct at 3558-3668 Elm St. (Parcel ID's: 14- 0096-0005-002-7, 14-0096-0005-003-5, 14-0096-0005-023-3, 14-0096-0005-021-7, 14-0096-0005-006-8, 14-0096-0005-007-6, 14-0096-0005-017-5, 14-0096-0005-022-5), 522-540 Porsche Ave. (Henry Ford II Ave.), (Parcel ID's: 14-0095-0001-009-7, 14-0095-0001-027-9, 14-0095-0001-003-0 and 14-0095-0001-028-7), 543-573 College St. (Parcel ID's: 14-0095-0001-031-1, 14-0095-0001-015-4, 14-0095-0001-014-7, 14-0095-0001-013-9, 14-0095-0001-012-1) 3552-3560 Perkins St., and 3572 Perkins St., 0 Perkins St. (Parcel ID's: 14-0095-0001-011-3, 14-0095-0001-018-8, 14-0095-0001-033-4) for the purpose of constructing a mixed-use, multifamily and retail development. The properties are zoned RMU, Residential Mixed Use.

FINDINGS

The development summary table should be updated to reflect the new acreage percentages. The site plan should reflect the correct building heights (Building 1000 is 60' 10 5/8" and exceed 60' max as indicated on the site plan). and stories.

Staff recommends approval of the site plan with the following conditions.

1. Provide dimensions for parking adjacent to right of way along Elm Street, Perkins Street, and College Street.
2. Address any outstanding issues with Tree Conservation Ordinance as per City Arborist report.
3. Address any outstanding issues on the Engineer's Report.

Staff recommends maintaining the following conditions approved with the previous site plan that did not include the additional acreage:

1. Increase in build-to line to accommodate transmission lines.
2. Waive street tree requirement along South Central/Porsche Ave.
3. Board of Appeals Variance for increased parking to 120% of on site parking.
4. Board of Appeals Variance for reduced parking width of full size spaces from 10' to 9'.

Any approval of the site plan requires the applicant shall comply with all other zoning rules, regulations, covenants, and easements of record.

MOTION ITEM: Jeanne Rast made a motion to approve the site plan review for 3558 Elm Street, maintaining the approved variances, include a 10' travel lane on Elm Street, and subject to the deficiencies outlined in the staff reports. Lucy Dolan seconded the motion. MOTION CARRIED: 4-0.

6. Next Meeting Date: May 14, 2024 at 6:00 PM.

7. Adjourn

MOTION ITEM: Jeanne Rast made a motion to adjourn the meeting at 7:09 p.m. The motion was seconded by Cliff Thomas. Motion Carried: 4-0.

Respectfully submitted by,

Brian Wismer, Chairman

Adrienne Senter, Secretary



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

April 2, 2024 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:05 PM
2. **ROLL CALL:** All Members of Council were present, which constituted a quorum.
 - ☒ Alan Hallman
 - ☒ Mike Rast
 - ☒ Brett Reichert
 - ☒ Mark Adams
 - ☒ Chloe Alexander *via Virtual Call*
3. **WELCOME:** Mayor Hallman welcomed all to the April 2nd Meeting.
4. **PLEDGE OF ALLEGIANCE:**
5. **INVOCATION:** Given by Ellen Surber-Simpson.
6. **PRESENTATIONS:**
 - 6.I. 2024 State of the City Address by Mayor Alan Hallman

The 2024 State of the City address will reflect on the progress made over the past two years and outline our vision for the future. This informative session will outline key achievements, ongoing projects, and upcoming initiatives that will shape the future of the City of Hapeville.
 - 6.II. Proclamation Honoring 100 Years Of The Hapeville Fire Department.

Mayor Hallman officially presented a proclamation during the meeting, recognizing, and honoring Hapeville Fire Department celebrating their 100th Anniversary.
7. **PUBLIC HEARING:** None
8. **QUESTIONS ON AGENDA ITEMS:** None
9. **CONSENT AGENDA:**
 - 9.I. Consideration and Action to Approve March 19th Council Meeting Minutes.
 - 9.II. Consideration and Action to Approve the March 19th Executive Session Minutes.

MOTION: Alderman Rast motioned to approve the consent agenda; Councilman Reichert provided a second. **Motion carried 4-0.**
10. **OLD BUSINESS:** None
11. **NEW BUSINESS:**
 - 11.I. Consideration and Action to Approve Ordinance for the modified City Retirement Plan – Second Reading. **Ordinance 2024-09**

MOTION: Councilman Adams motioned to approve the Ordinance for the modified City Retirement Plan; Alderman Rast provided a second. **Motion carried 4-0.**

- 11.II. Consideration and Action to Approve 2024-2025 Southern Circuit Tour of Independent Filmmakers Screening Partner Organization Contract with South Arts, Inc.

MOTION: Councilman Reichert motioned to approve 2024-2025 Southern Circuit Tour of Independent Filmmakers Screening Partner Organization Contract with South Arts, Inc; Councilman Adams provided a second. **Motion carried 4-0.**

- 11.III. Consideration and Action to Approve the RedSpeed Agreement.

MOTION: Alderman Rast motioned to approve the RedSpeed Agreement and grant authority for Chief Hedley to cancel the current agreement with Altumint; Councilman Adams provided a second. **Motion carried 4-0.**

- 11.IV. Consideration and Action on Financing Bank and Financing Terms on Two (2) Vehicles Purchase for the Fire Department and Two (2) Vehicles Purchase for the Solid Waste Department.

MOTION: Councilman Adams motioned to approve ***Regions Equipment Finance Corporation*** as the Financing Bank and Financing Terms on Two (2) Vehicles Purchase for the Fire Department and Two (2) Vehicles Purchase for the Solid Waste Department; Councilman Reichert provided a second. **Motion carried 4-0.**

- 11.V. Consideration and Action to Allow Planning Commission Member to Serve the Remainder of Existing Term.

MOTION: Alderman Rast motioned to deny the request to allow Planning Commission Member to Serve the Remainder of Existing Term; Councilman Adams provided a second. **Motion carried 4-0.**

- 11.VI. Consideration and Action to Approve Georgia Cities Week Resolution.

MOTION: Councilman Reichert motioned to ***deny*** the request to allow Planning Commission Member to Serve the Remainder of Existing Term; Alderman Rast provided a second. **Motion carried 4-0.**

12. **CITY MANAGER REPORTS:** The meeting did not include a City Manager Report.

13. **PUBLIC COMMENTS:**

1. Ardina Pierre
2. Charlotte Rentz
3. Michael Brinssard
4. Dana Steven

14. **MAYOR AND COUNCIL COMMENTS:**

Councilman Reichert extended his gratitude to the city staff for their exceptional work. He acknowledges the success of the Butterfly parade despite the cooler temperatures and looks forward to the upcoming events in the warmer months, recognizing the extensive preparation they will require. Councilman Reichert reflects on the recent extravaganza, noting the significant turnout and the sense of community it exemplified. He expresses pride in being part of such a community. He extended thanks to Mayor Hallman and City staff for the State of the City address, appreciating it's refreshing approach and manner of delivery.

Councilman Adams echoes the sentiments expressed by Councilman Reichert. He reflects on his attendance at the extravaganza, deeming it a tremendous success. He also praises the Butterfly Parade, describing it as amazing and noting its improvement over the previous year's event. Councilman Adams extends gratitude to the Main Street Board for their efforts in organizing the event and acknowledges the contributions of the city staff. He appreciates the community's involvement in local government and expresses anticipation for future events.

Alderman Rast reminded residents that Waste Pro will remain the trash and recycling vendor until April 30th. He clarified that his previous understanding, suggesting the City's takeover of waste control by the end of April, was mistaken. Alderman Rast pointed out that although the City has started swapping out cans, Waste Pro will continue to handle pickups until the end of April. City staff

will assume control beginning May 1st, 2024.

Councilman Alexander reiterated the sentiments expressed by her fellow councilmembers. She expressed regret for missing the egg extravaganza but was pleased to hear about its success, particularly considering the past cancellations due to rain and COVID-19.

Mayor Hallman expressed his awe at the success of the butterfly parade, emphasizing the vibrant energy it brought. He commended the hard work of Main Street in organizing the event, noting the extensive planning involved. Looking ahead, Mayor Hallman stated that he met with Senator Jon Ossoff's staff to discuss ongoing efforts, including advocating for a noise wall along Interstate 85. Mayor Hallman encouraged individuals to engage with their state representatives to address such concerns. He highlighted the importance of community involvement and thanked all attendees for supporting Hapeville.

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).*

MOTION: Councilman Adams made a motion to go into recess; Alderman Rast provided a second. **Motion carried 4-0.**

MOTION: Councilman Reichert made a motion to go into executive session at 6:56PM; Councilman Adams provided a second. **Motion carried 4-0.**

Councilman Alexander exited the meeting at 7:46pm

MOTION: Councilman Reichert made a motion to convene back into regular session at 7:47 PM, Councilman Adams second. **Motion carried 3-0.**

16. **ADJOURN:**

MOTION: Councilman Adams motioned to adjourn at 7:48 PM; Alderman Rast provided a second. **Motion carried 3-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

**State of Georgia
County of Fulton
City of Hapeville**

Resolution 2024 –

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special Day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

Whereas, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood produces, and

Whereas, trees in our city increase property values, enhance the economic vitality of business area, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal, and

Whereas, the City of Hapeville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices,

Be It and It is Hereby Resolved by the Mayor and Council of the City of Hapeville that the 26th day of April 2024 be known as

Arbor Day

In the City of Hapeville, Georgia and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees to gladden the heart and promote the well-being of this and future generations.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Hapeville to be affixed this 16th day of April 2024.

Signed:

Attest:

Alan Hallman, Mayor

City Clerk

Approved as to Form:

City Attorney

RESOLUTION 2024-04

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Hapeville wishes to be certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Hapeville, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- * Serve Others, Not Ourselves
- * Use Resources With Efficiency and Economy
- * Treat All People Fairly
- * Use The Power of Our Position For The Well Being Of Our Constituents
- * Create An Environment Of Honesty, Openness And Integrity

RESOLVED this 16th day of April, 2024.

Mayor Alan Hallman

Alderman At-Large Mike Rast

Councilmember At-Large, Brett Reichert

Councilmember Ward 1 Mark Adams

Councilmember Ward 2 Chloe Alexander

Councilmember

Approved as to Form:

Attest:

City Attorney

City Clerk



Georgia Waste Systems, LLC
1047 Highway Church Road
Elgin, SC, 29045
(866) 319-5397

WM Agreement #
Customer ID
Acct. Name
Salesperson
Effective Date
Last PI Date

S0018148786

City of Hapeville
Joel Lespron
4/1/2024

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name **City of Hapeville** Contact **Delonte Rogers**
Address **994 S Central Ave** Telephone # **678-245-2107**
City State Zip **Hapeville, GA 30354** Fax #
County/Parish **Fulton** Email **drogers@hapeville.org**

Customer Comments:

Billing Information

Name **City of Hapeville** Contact **Delonte Rogers**
Address **994 S Central Ave** Telephone # **678-245-2107**
City State Zip **Hapeville, GA 30354** Fax #
County/Parish **Fulton** Email **drogers@hapeville.org**

PO#

Service Description & On Demand Rates*

Quantity	Equipment	Material Stream	Frequency	Haul Rate		
1	40 Yard Open Top	Recycle Material	1xEvery Other Week (Odd)	Disposal RateperTon	\$	304.42
				Container Usage/Month	\$	69.00
				Minimum Haul/Month (over30days)	\$	130.00
						532.74

Minimum Tons: 4.00 (Tons) Minimum Hauls: 1 (Hauls) Current Energy Surcharge 16.32%

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges*

Initial Delivery \$ 335.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments. This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature **Delonte Rogers** Printed Name Title Date

Company Georgia Waste Systems, LLC Printed Name Waste Management Sales Rep. Title Date

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHARGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of the equipment on Customer's property, the Company vehicle(s) providing service may temporarily drop an additional waste container at Customer's service location in a manner that does not interfere with the use of Customer's property, with such container being removed by Company at the conclusion of each instance of service.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste. Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include separate fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full

visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

In Process

Certificate of Completion

Envelope Id: 815DD5C956A649AEA6C9AEFFA39E3463

Status: Sent

Subject: Document for your Electronic Signature from Waste Management

Source Envelope:

Document Pages: 4

Signatures: 0

Certificate Pages: 1

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Joel Lespron

P.O. Box 4745

Portland , OR 97208-4745

jlespron@wm.com

IP Address: 13.110.78.8

Record Tracking

Status: Original

Holder: Joel Lespron

Location: DocuSign

4/1/2024 1:08:04 PM

jlespron@wm.com

Signer Events**Signature****Timestamp**

Delonte Rogers

drogers@hapeville.org

Superintendent Of Operations

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Sent: 4/1/2024 1:08:05 PM

Viewed: 4/1/2024 1:08:26 PM

Joel Lespron

jlespron@wm.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/1/2024 1:08:05 PM

Payment Events**Status****Timestamps**

INVOICE TO

CUSTOMER NAME CITY OF HAPEVILLE
 ATTN: 994 SOUTH CENTRAL AVE
 ADDRESS 994 SOUTH CENTRAL AVE
 CITY HAPEVILLE GA
 STATE ZIP CODE 30354
 TEL NO. 404-202-1536 FAX NO.

SITE LOCATION

SITE NAME CITY OF HAPEVILLE/SINGLE STREAM
 ADDRESS 994 SOUTH CENTRAL AVE
 CITY HAPEVILLE GA
 STATE ZIP CODE 30354
 TEL NO. 404-202-1536 FAX NO.
 AUTHORIZED BY LEE SUDDUTH TITLE ADMINISTRATOR
 CONTRACT LEE SUDDUTH TITLE ADMINISTRATOR



Customer Service Agreement

AGREEMENT NUMBER 5010560328

ACCOUNT NUMBER

E-MAIL

DATE	TYPE	SIZE	C	QUANTITY	PRICE	DO	ORD	SER. FREQUENCY	EST. DATE	S	LE	RF	LF CODE	OVER / OVER AMT	LAB	RE	LIT. OWNER	MONTHLY SERVICE	EST. LIT.	SP. DATE	OTHS	DATE	PIED DATE	
N 1	RO	40	N	1	P	N		O/C	1	N	Y	N	RK02	3-29-24	20	N	554.20	0.00		25.00 OVER 2 TONS	DEL 115.00			

BY: _____ (AUTHORIZED SIGNATURE) TITLE: _____

COMMENTS EXEMPT ADM, S/I, FCC, FRF, EVR UNTIL 99-9999
 INV GROUP I print meth A
 REBATE WILL GO DIRECTLY TO THE CITY OF HAPEVILLE AND THERE IS
 CONTAMINATION FEE. CONTAMINATION FEE WILL BE PASSED ON TO THE
 CITY.
 SINGLE STREAM RECYCLE CONTAINER

FOR OFFICE USE ONLY
 DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? ☐ YES ☐ NO
 ID. NUMBER _____ Plate based on _____ lbs/yd.

NATIONAL ACCOUNT NUMBER CUSTOMER CREDIT CASH TOLERANCE SUSPEND CREDIT ADVISORY
 SITE NUMBER OFFICE ADDRESS TOTAL RENEW DATE C/L. RENEW DATE RENEW DATE RENEW DATE RENEW DATE RENEW DATE
 3-29-24 12 99-9999 Y 01 WS23120
 TENSION SALES REPRESENTATIVE TAX CODE TAX DESCRIPTION NUMBER TRAIL CODE REGION CODE COMPTON CODE
 303 551092868 0000 01 01 01

RENEW MAG CREDIT APPROVAL CREDIT LIMIT CONTRACT APPROVAL LIMITED BY DATE

BY: _____ (AUTHORIZED SIGNATURE) TITLE: _____

TERMS AND CONDITIONS
 SERVICES. Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.
 TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.
 WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances, toxic substances, wastes or pollutants, contaminants, pollutants, infectious wastes, medical wastes, or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees, (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.
 TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

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TERMS AND CONDITIONS

1. **AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
2. **RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
3. **TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS, UNLESS OTHERWISE SPECIFIED. THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 1 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
4. **TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
5. **DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
6. **SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
7. **PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF"), environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/free-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
8. **ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
9. **SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
10. **RESPONSIBILITY FOR EQUIPMENT ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the initial term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
11. **COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
12. **CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
13. **SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. **LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. **RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. **COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. **DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. **MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. **CONTAINER REFRESH.** If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. **RECYCLABLES.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. **ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility; (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off; (c) Customer shall not load materials above the top of the roll-off; (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door; (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur; (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. **EQUIPMENT RENTAL.** Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

Hapeville Street Pole Banners – Banner 1

Large

1A



1B

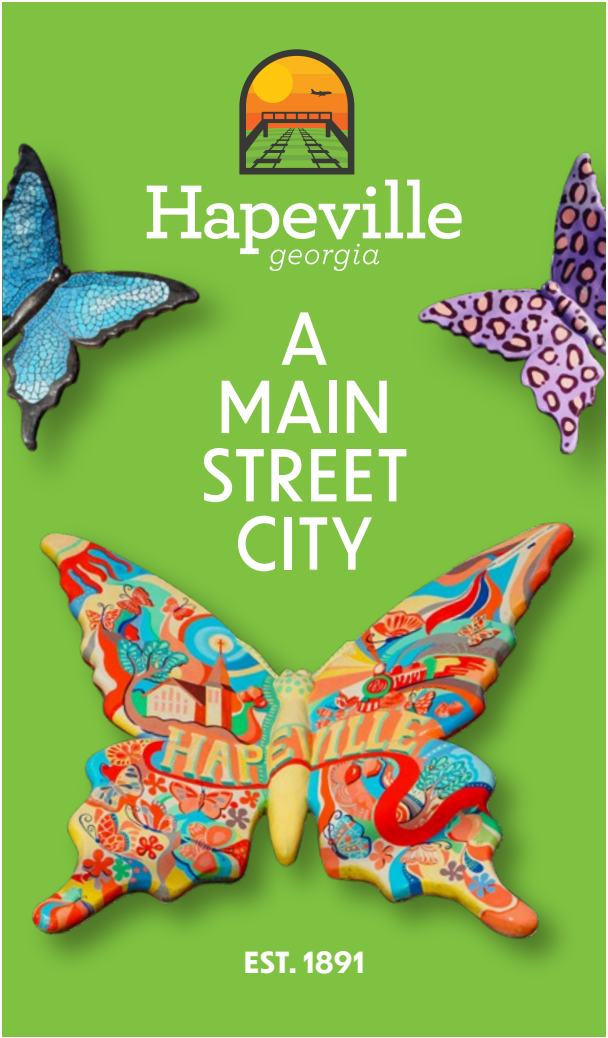


Small

1C



1D



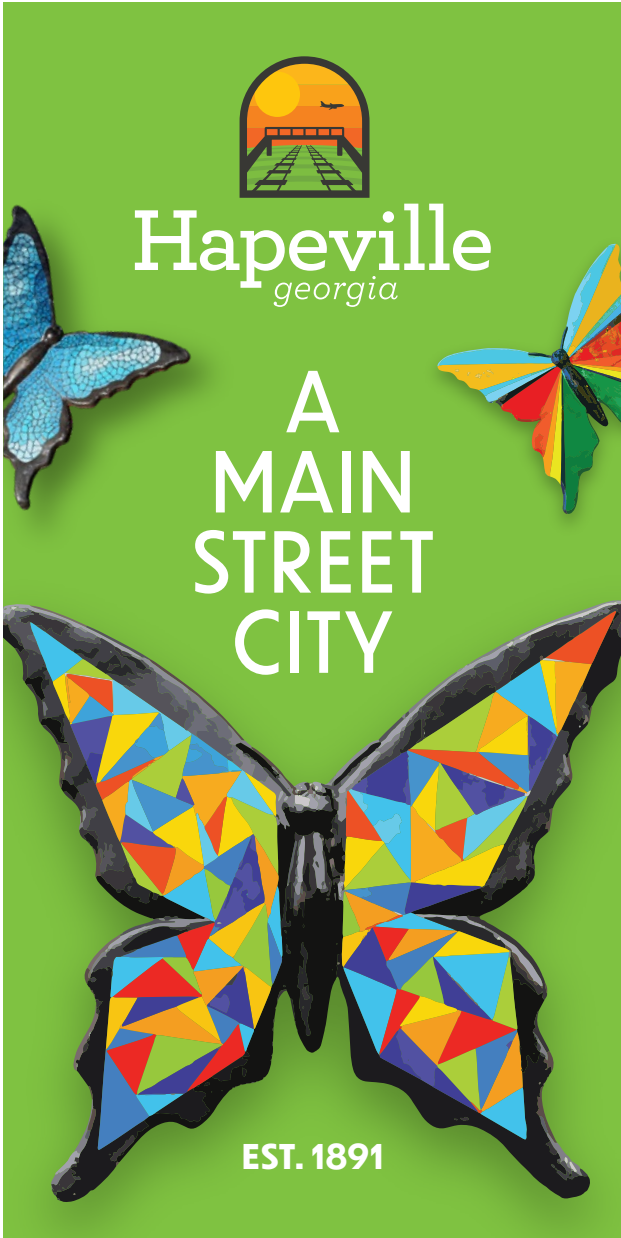
Hapeville Street Pole Banners - Banner 2

Large

2A



2B

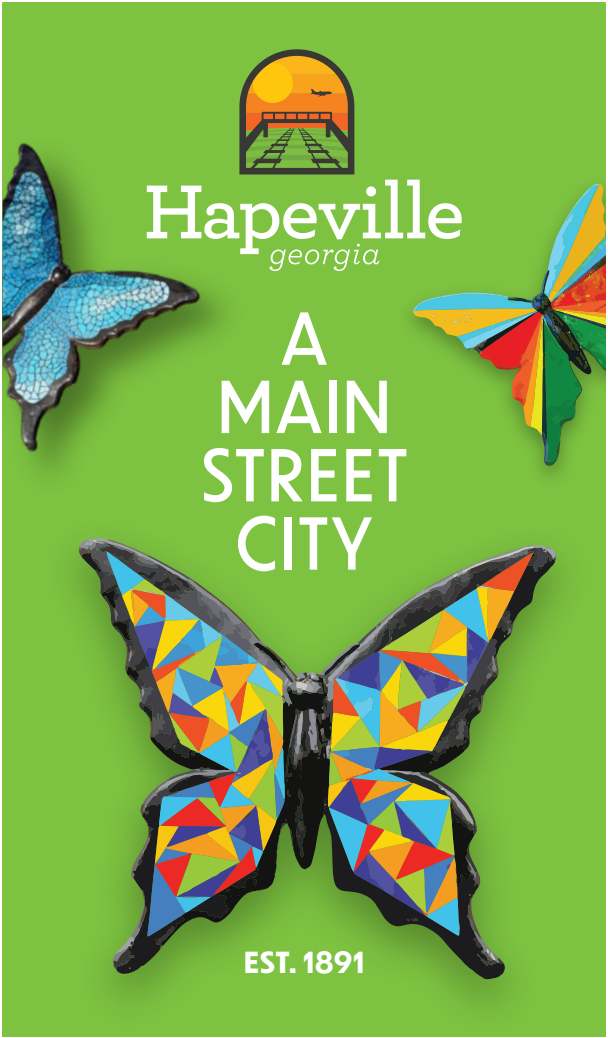


Small

2C



2D



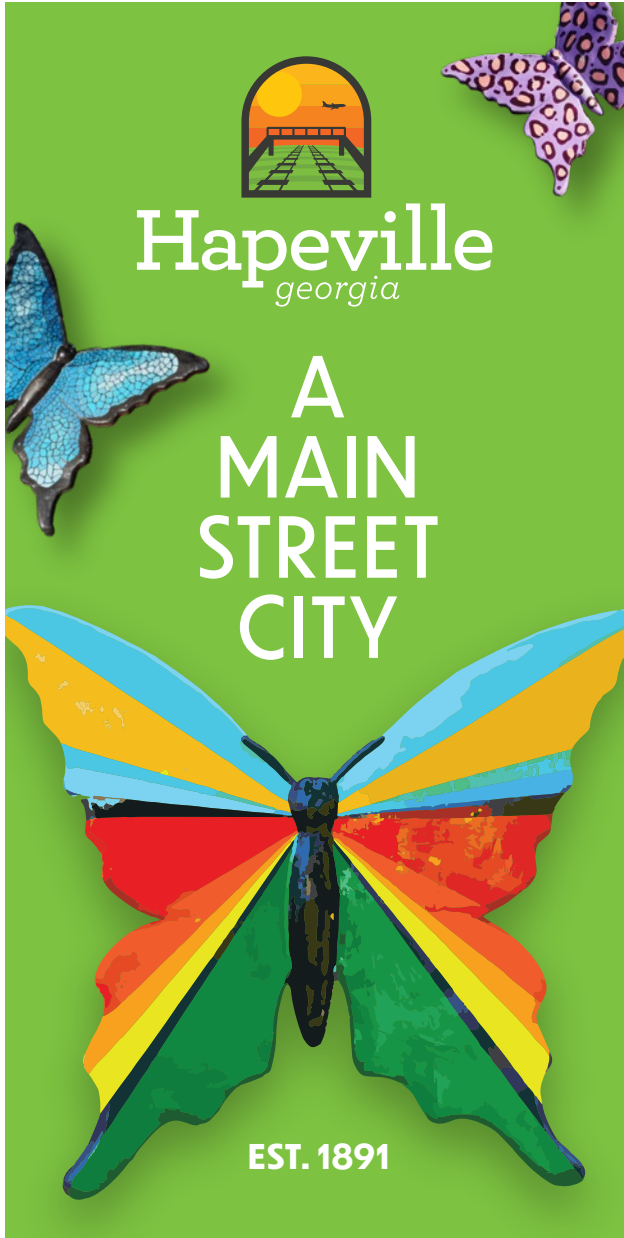
Hapeville Street Pole Banners – Banner 3

Large

3A



3B

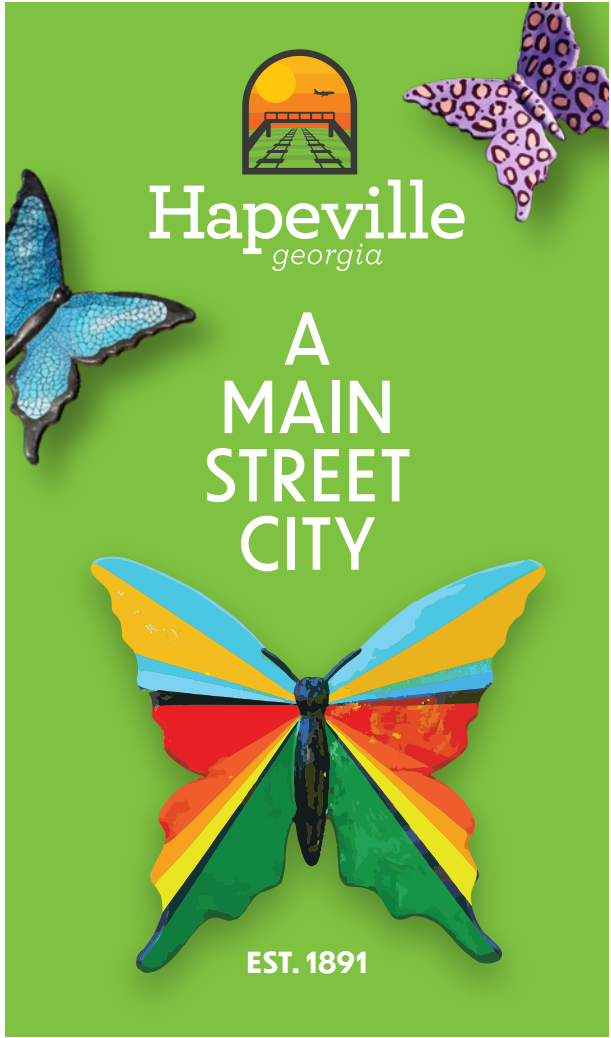


Small

3C



3D



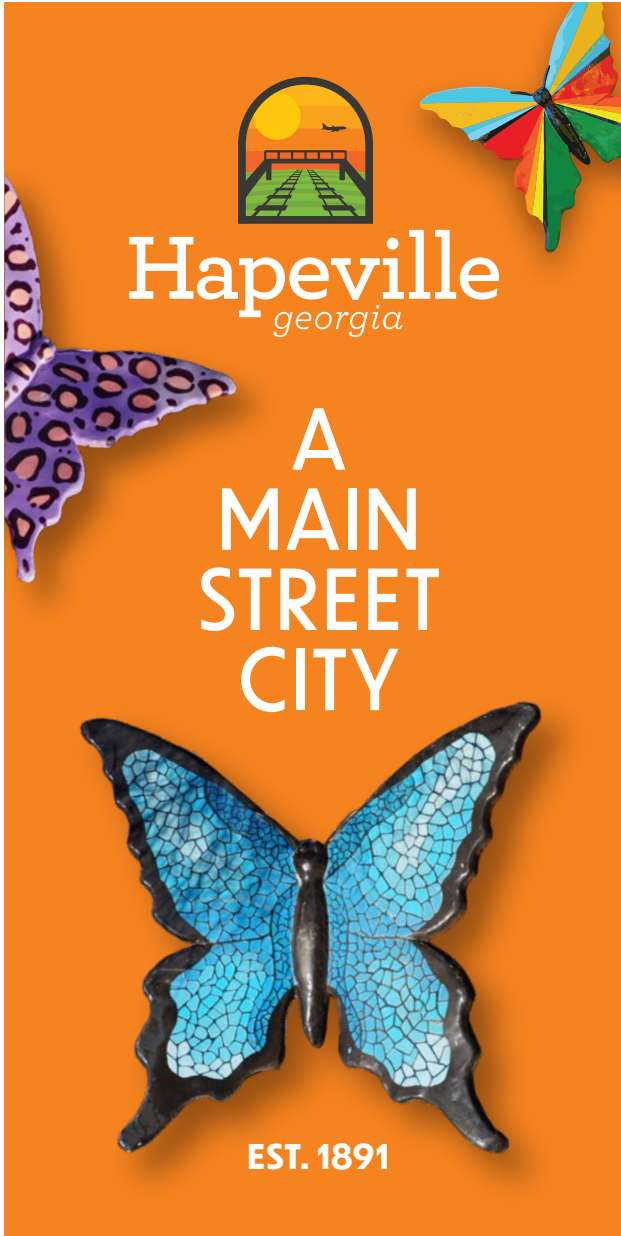
Hapeville Street Pole Banners - Banner 4

Large

4A



4B

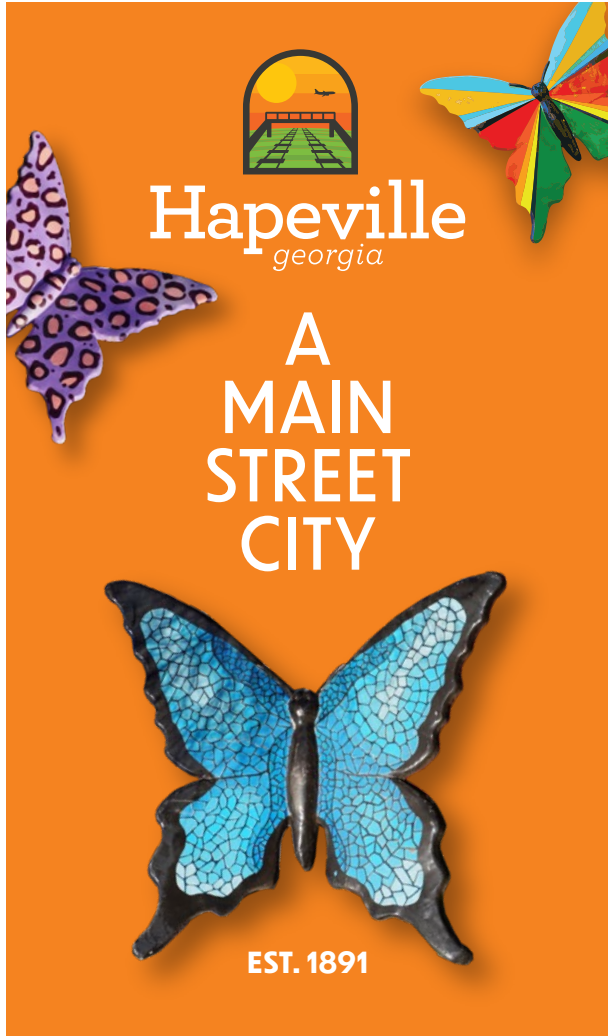


Small

4C



4D



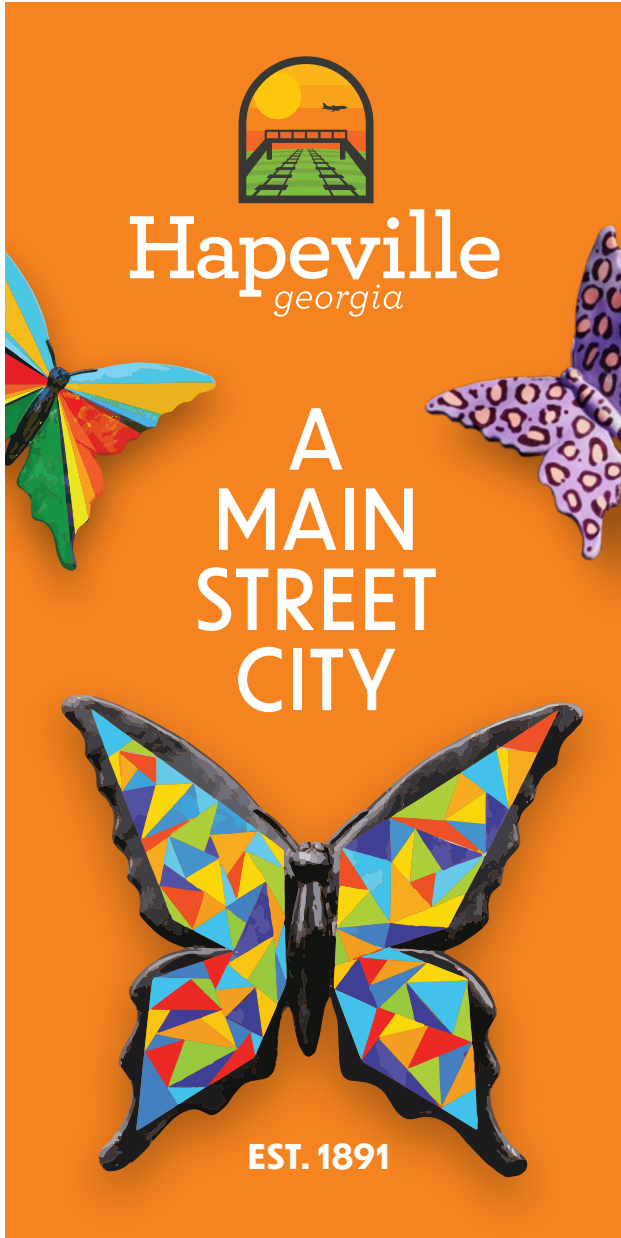
Hapeville Street Pole Banners – Banner 5

Large

5A



5B

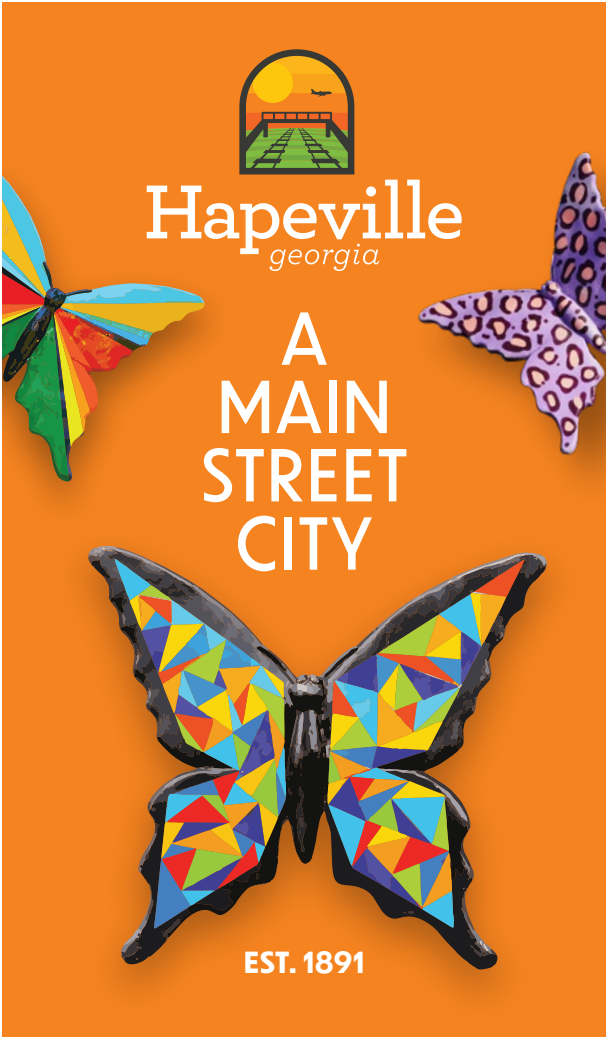


Small

5C



5D



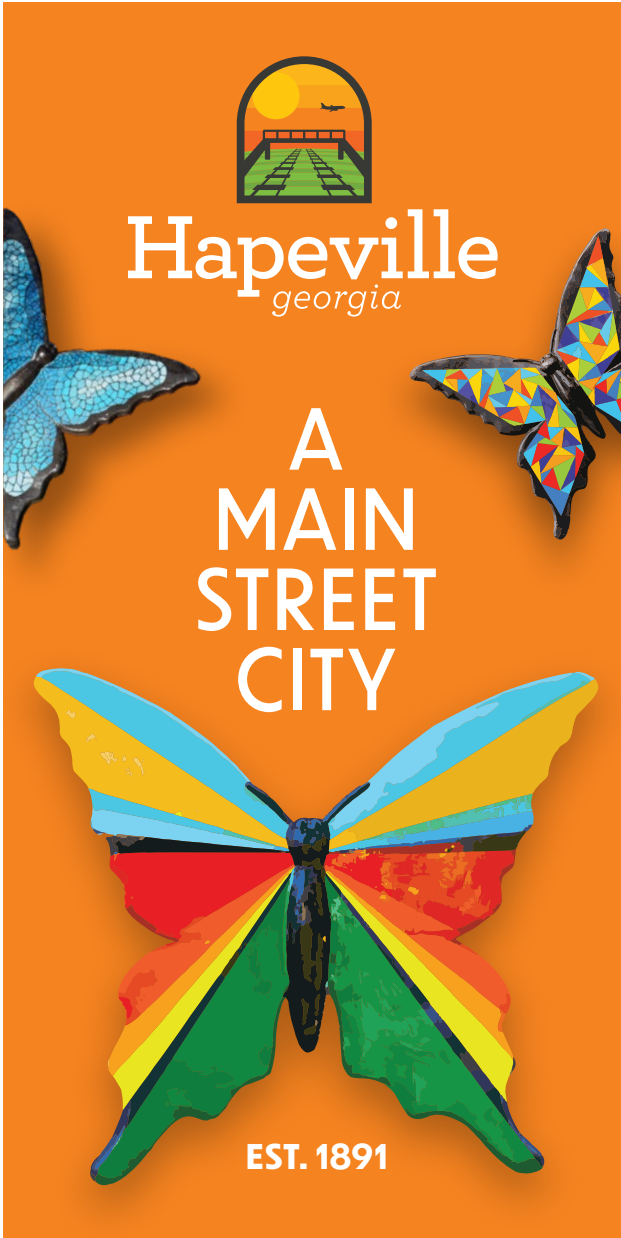
Hapeville Street Pole Banners – Banner 6

Large

6A



6B



Small

6C



6D

