

Mayor and Council Session
3444 N Fulton Avenue
Hapeville, GA 30354

Join Online at: <https://us02web.zoom.us/j/83842625121>
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August 4, 2020 6:00 PM

Agenda

1. Call to Order

2. Roll Call

Alan Hallman

Mike Rast

Travis Horsley

Mark Adams

Chloe Alexander

3. Welcome

4. Pledge of Allegiance

5. Invocation

6. Public Hearing

- In addition to the public comments made by citizens at the meeting, interested parties may submit written comments to the City Clerk via email or telephonically by 5PM on August 3rd. In order for comments to be read into the record at the meeting, all correspondence must include the sendee's name, address, agenda item and position regarding public hearing (pro or con). All sendees must confirm receipt of their public comment with the City Clerk prior to the deadline stated above. Written public comments will be read into record alternating with in-person comments.

6.I. Consideration on Sign Ordinance Revision - 2nd Reading

Background:

Consideration of an amendment to the Code of Ordinances, City of Hapeville, Georgia, Chapter 93 (Zoning), Article 3.3 (Signs and Murals) for the purpose of updating the City's sign ordinance.

At the request of City Council, Staff has prepared an update to the City of Hapeville's Sign Ordinance. The revisions are intended to be more permissive towards creative or alternative designs for signs or other displays while maintaining the City's standards for signs overall. Some smaller and routine signs, such as temporary stake signs would now be exempt from review. The proposed updates, if enacted, would make sign regulations simpler to understand, follow, and ultimately enforce.

The Planning Commission considered this item on June 9, 2020 and recommended approval. Staff supports their recommendation.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Planner's Report Text Amendment Sign Ordinance Revision Updates 06.04.20 (002)
2. Ordinance - Sign Text Amendment (02349868xA0B3B)
3. MINUTES - 06-09-2020
4. LEGAL ADV - 07-21-2020_Sign Ordinance

7. 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.

8. Consent Agenda

8.I. Approval of Minutes - July 7 and July 21, 2020

8.II. Approval of Executive Session Minutes - July 21, 2020

8.III. Consideration and Action on GEFA Loan Deferral and Authorization for Mayor to sign documents

Background:

To help provide relief to borrowers due to the impact of COVID-19, Governor Kemp authorized a deferral period on Georgia Environmental Finance Authority (GEFA) loan principal and interest payments from July 1, 2020, to January 1, 2021.

Each borrower was automatically enrolled in the deferral period, but the modification documents are still required to be executed and returned to GEFA. If the governing body decides to forgo the deferral period, GEFA will need to be notified in writing.

Staff recommends accepting the deferral period.

Documents:

1. GEFA Letter
2. Modification of Promissory Note

8.IV. Consideration and Action on Body Camera Quote Presented by Axon Enterprise Inc.

Background:

Attached for consideration and action is a body camera quote including the following:

- (4) 8-Bay Docks
- (30) Cameras Delivered in Year 1
- Mounts for your users
- (30) Evidence.Com Unlimited Licenses
- Camera Refreshes on year 2.5 and 5 with new docking station
- Full 5 Year Warranty on all Devices
- Unlimited storage for body worn camera devices
- Axon Starter- our professional services team onsite at your agency to install and train

users

- (30) Signal Side Arm devices for automatic activations

Average cost per officer per year: \$1307.98. Staff respectfully recommends a go forward from Council. Staff is working through final contract language terms and expects to have a custom contract at the August 18th work session. Axon has agreed that documented pricing will be honored as we are in good faith negotiations.

Documents:

1. Axon Quote

9. Old Business

10. New Business

- 10.I. Consideration And Action to approve Mullins Brothers Inc. in the amount of \$ 124,291.50 for paving of Georgia Avenue, Stillwood Drive, Baker Drive and Spring Street.

Background:

This paving project is part of our annual resurfacing maintenance program that is funded with LMIG grant funds received from the state. These streets were assigned the highest priority on our street condition resurfacing inventory. In the past 3 years, we have resurfaced 18 streets totaling over 5 miles. Mullins Brothers was the lowest responsible bidder.

Documents:

1. Bid Recommendation Letter_New Logo
2. Bid Tabulation_FORM
3. Spring Street Resurfacing Email

- 10.II. Consideration And Action to approve Summit Construction in the amount of \$ 63,416 to remove the old 2" water main on Spring Street and replace it with a new 6" water main.

Background:

The Water Department selects one street a year to remove the old 2" water mains. Spring Street is the next street selected to upgrade to a 6 " line. Summit Construction had the low bid in the amount of \$ 63,416. Once the water line has been replaced, the street will be repaved.

Documents:

1. Proposal

- 10.III. Consideration and Action to approve The Corbett Group, LLC in the amount of \$ 381,230 for the Annual Emergency and Maintenance Contract for Water Lines, Sanitary Sewer and Storm Sewers and authorize Mayor Hallman to sign all necessary contracts.

Background:

On July 29th, the City received 7 bids for the Annual Emergency and Maintenance Contracts for Water Lines, Sanitary Sewers and Storm Sewers. The Corbett Group, LLC was the lowest qualified responsible bidder with a combined bid \$ of \$ 381,230. The two other low bids were GS Construction at \$ 391,272 and the Helix Group at \$ 460,439.

Documents:

1. Bid - Helix
2. Bid - GS Construction
3. Bid – Corbett

10.IV. Consideration and Action on Resolution Honoring Representative John Lewis by Renaming Master Park "John R. Lewis Memorial Park"

Background:

Mayor and Council wishes to memorialize Congressman John Lewis' legacy by naming a city park in his honor. Attached for consideration and action is a resolution renaming Master Park to the "John R. Lewis Memorial Park".

Documents:

1. Resolution -John R. Lewis Memorial Park

10.V. Discussion and Consideration Initiated by Councilman Adams on Anti-Discrimination Ordinance

Background:

Hapeville is a city of inclusion and diversity. In order to allow residents/employees/visitors to experience a city of compassion and care, it is important to adopt legislation that bans discrimination based on actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status or veteran/military status.

Recently, our neighbor East Point adopted an anti-discrimination ordinance and joins at least seven other metro Atlanta cities with such a policy. Any individual should have the opportunity and process available to address and remedy discrimination and an anti-discrimination ordinance will help achieve such.

Documents:

1. East Point Ordinance on Non-Discrimination
2. Hapeville Draft Ordinance - Anti-Discrimination Ordinance

11. City Manager Report

12. 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.

13. Mayor and Council Comments

14. 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).

15. 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.



**Department of Planning and Zoning
Planner's Report**

DATE: June 1, 2020
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: **Sign Ordinance Revision**

BACKGROUND

At the request of City Council, Staff has prepared an update to the City of Hapeville's Sign Ordinance. The revisions are intended to be more permissive towards creative or alternative designs for signs or other displays while maintaining the City's standards for signs overall. Some smaller and routine signs, such as temporary stake signs would now be exempt from review. The proposed updates, if enacted, would make sign regulations simpler to understand, follow, and ultimately enforce.

KEY HIGHLIGHTS

1. "Sign area" is now calculated as the net geometric area measured by the smallest possible combination of rectangles enclosing the displace surface of the sign, not including decorative architectural design elements.
2. Changes to sign faces that otherwise maintain the shape and size of a sign shall be exempt from review.
3. Awning sign regulations have been updated to permit marquee signs and signs mounted to canopies.
4. Residential front yards may have up to 12 square feet of 5 square foot or smaller signs without a permit.
5. Businesses are permitted to post a limited amount of temporary signage in windows and temporary signage on walls without permits.
6. Multi-tenant signs providing information for multiple commercial tenants at one property are now permitted to exceed the dimensional restrictions for typical pole and monument signs, based on sign district and number of tenants at the property.
7. The sign area for all signs on a lot is no longer limited by linear feet of lot frontage. Instead, wall, awning, and projecting signs shall be limited in aggregate square footage to the linear feet of building or tenant façade.

ARTICLE 3.3. - SIGNS AND MURALS

DIVISION 1. - SIGNS

Replace in entirety with the following

Sec. 93-3.3-1. - Statement of purpose and intent.

This division seeks to create the legal framework necessary to ensure a comprehensive and balanced system of signs within the city. A comprehensive regulation is necessary to ensure that signs installed in the city are compatible with the unique nature and character of the community. The purpose of this division is to preserve the right of free speech and expression, facilitate appropriate communication between people and their environment, promote the public health, safety and welfare, and avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance. With these concepts in mind, the provisions in this division, which regulate signs by such factors as design, size, height, spacing and location, but not on the basis of any message conveyed by such signs, and also regulate the maintenance of signs, are hereby established to achieve the following purposes:

- (1) To protect the health, safety, general welfare and property values of residents and property owners of the city.
 - (2) To promote and implement the goals, objectives and policies adopted in the comprehensive plan.
 - (3) To effectively balance public and private objectives by allowing adequate signs for the needs of business and developers.
 - (4) To regulate the installation and placement of signs in order to provide safe operating conditions for pedestrians and motorists by eliminating unsafe, cluttered, distracting, or illegal signs.
 - (5) To promote the use of signs that are aesthetically pleasing, of appropriate scale, integrated with surrounding buildings and landscape, and compatible with the character of the surrounding area.
 - (6) To ensure the protection of free speech rights provided by the United States Constitution and the Georgia Constitution.
- b) It is the intent of this division to:
- 1) Provide functional flexibility, encourage variety and relate signage to basic principles of good design.
 - 2) Balance the rights of individuals to convey messages through signs and the right of the public to be protected against the unrestricted proliferation of signs by regulating signs on the basis of such factors as design, height, spacing, and location, but not on the basis of the content of any message conveyed thereby.
 - 3) Provide an enhanced visual environment for residents and visitors and protect existing view sheds in the community.
 - 4) Promote economic development.
 - 5) Ensure the fair and consistent enforcement of sign regulations.

Sec. 93-3.3-2. - Definitions.

For the purposes of this article, the following definitions shall have the meanings ascribed to them in this section, unless specifically stated otherwise:

Abandoned sign. A sign which is left in a state of neglect for a period of 180 days.

Aerial view sign. This includes, but is not limited to, any sign horizontally affixed to a roof or attached to a roof such that the sign is not readily viewable from the surrounding ground.

Aggregate sign area. The total area of all signs on a lot. Exempt signs shall not be considered in the calculation of aggregate sign area.

Animated sign. A sign that features movement or a change of lighting to depict action or to create a special effect or scene. Animated signs exclude changeable copy signs meeting the standards of this article.

Awning sign. Any sign applied directly to or attached directly to an awning.

Balloon Sign. A lighter-than-air, gas-filled balloon, tethered in a fixed location, which contains a message on its surface or attached to the balloon in any manner.

Banner. Any cloth, bunting, plastic, paper, or similar non-rigid material attached to any structure, staff, pole, rope, wire, or framing which is anchored on two or more edges or at all four corners. Banners are temporary in nature and do not include flags.

Billboard sign. Any pole sign having an area of 300 square feet or greater. Billboard signs may display a traditional static image, a "multiple message sign" accomplished by a mechanical transition to a second or third image or a "large screen video display" utilizing full motion video technology and commonly referred to as digital or LED billboards. See Sec. 93-3.3-22 for specific requirements.

Building frontage. The maximum linear width of a building measured in a single straight line parallel, or essentially parallel, with the abutting public street or parking lot.

Canopy. A structure other than an awning made of fabric, metal, or other material that is supported by columns or posts affixed to the ground and may also be connected to a building.

Canopy sign. Any sign that is part of, or attached to, a canopy.

Changeable copy sign. Any sign with an area under 300 square feet that incorporates changing lettering, images, or displays to form a message or messages, whether such changes are accomplished electronically, digitally or manually.

Clearance. The distance above the walkway, or other surface if specified, to the bottom edge of a sign. This term can also refer to a horizontal distance between two objects.

Decision date. The date upon which the city planner makes a final decision on the approval or denial of a complete sign permit application.

Erect. To build, paint, construct, attach, hang, place, suspend, or affix.

Externally illuminated signs. Any sign illuminated by an external light source directed primarily toward such sign.

Feather flag sign. Any cloth, fabric, plastic or similar lightweight, nonrigid material, designed for advertisement, display, identification, description, illustration, or conveying a message or information, visible from any public place or exposed to the general public, and attached to a vertical or near-vertical pole mounted into the ground or on a portable structure such that the material is not free to furl and

unfurl as a flag would do. The term "feather flag" shall also include similar devices or terms, such as blade, teardrop or shark fin signs or flags, and sign flags. A feather flag may or may not exhibit a text message or symbol of any kind and may be a single color or multiple colors. This includes sign flags.

Festoon. A decorative chain, strip or ornamentation hanging between two points.

Flashing sign. Any sign the illumination of which changes in intensity, scrolls, flashes or changes message or appearance more often than once every ten seconds. This definition does not include changeable copy signs or digital displays that meet the requirements set forth herein.

Incidental sign. A permanent sign erected at the entrance or exit from private property onto a public street that provides traffic direction to entering or exiting traffic.

Incidental window sign. A small sign erected to be seen through a window of a non-residential establishment not exceeding one (1) square foot.

Inflatable sign. A sign that is an air-inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure and equipped with a portable blower motor that provides a constant flow of air into the device.

Interactive sign. An electronic or animated sign that reacts to the behavior or electronic signals of motor vehicle drivers.

Internally illuminated signs. Any sign which has characters, letters, figures, designs or outlines illuminated by electric lights, LEDs or luminous tubes located within the interior of the sign.

Lawn sign. A stake sign located in the supplemental area of a single-family or two-family dwelling for a temporary period.

Light trespass. Light emitted by a lighting installation, which extends beyond the boundaries of the property on which the installation is sited.

Marquee. A roof-like structure, often bearing a signboard, projecting over an entrance, as to a theater or hotel.

Median. A paved or planted strip dividing any public or private right-of-way, road or highway into lanes parallel to the direction of travel.

Message sequencing. The spreading of one message across more than one sign structure.

Monument sign. A sign permanently affixed to the ground and independent of any building for its support. The base of a monument sign is mounted flush with the ground.

Multi-Tenant sign. A freestanding sign used by multiple tenants that occupy a building or set of buildings.

Mural. A large picture or image which is painted, constructed, or affixed directly onto a vertical building wall, which may or may not contain text, logos, and/or symbols.

Noncombustible material. Any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Nonconforming sign. A sign that was legally erected and maintained at the effective date of this Ordinance, or amendment thereto, that does not currently comply with sign regulations of the district in which it is located.

Official sign. A sign erected or required by government agencies or utilities, on property controlled by such entities. Official sign includes, but is not limited to, those permanent and temporary signs

identified in the Manual of Uniform Traffic Control Devices for the purpose of controlling vehicular and pedestrian traffic on public roadways.

Pennant. A triangular or irregular piece of fabric or other material, commonly attached in strings or strands, or supported on small poles intended to flap in the wind.

Pole sign. A freestanding sign that is permanently supported in a fixed location by a structure of one or more poles, posts, uprights, or braces from the ground and not supported by a building or a base structure.

Person. Any individual, entity, firm, partnership, association, corporation, company or organization of any kind.

Primary facade. The exterior wall of the building most nearly parallel to widest street on which the building fronts.

Projecting sign. A building-mounted, double-sided sign with the two faces generally perpendicular to the building wall or, on corner lots, projecting away from a building corner towards an adjacent street intersection. Such signs do not include signs located on a canopy, awning, or marquee. (Also known as blade sign).

Reflective sign. A sign containing any material or device which has the effect of intensifying reflected light.

Roofline. The highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline, or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of the roof or parapet, whichever is the higher.

Roof sign. Any sign attached to a building or structure and displayed above the lowest horizontal line of the building roof.

Sandwich board sign. A type of freestanding, portable, temporary sign consisting of two faces connected and hinged at the top and whose message is oriented to pedestrians (Also known as A-frame sign).

Secondary facade. Any exterior wall of a building that is most nearly parallel to an adjoining street that is not the primary facade. A secondary facade may also be to the rear of the primary facade and may adjoin a parking lot rather than a street. The end elevation of a building shall also be considered a secondary facade.

Sign. Any device, structure, fixture, painting, emblem, or visual that uses words, graphics, colors, illumination, symbols, numbers, or letters for the purpose of communicating a message. Sign includes the sign faces as well as any sign supporting structure.

Sign area. The total area of a sign face used to display information, messages, advertising, logos, or symbols. For double-faced signs, the side with the largest sign area shall be used in computing sign area. The sign area of a double-faced sign having unequal faces shall be the area of the larger face. The sign area of wall signs shall be the net geometric area measured by the smallest possible rectangle or combination of rectangles enclosing the display surface of the sign, including the outer extremities of all letters, characters and delineations. Double-faced signs having an interior angle formed by the faces greater than 45 degrees shall be considered individual sign faces and the area of each face shall be used in computing sign area. Window sign area shall be measured in the same manner as wall signs. Decorative architectural or design elements on a building surface or window shall not count toward the sign area (e.g., borders).

Sign face. The part or parts of a sign that is/are used or can be used to convey information visually.

Sign structure height. The vertical dimension of a sign as measured as the distance from the highest portion of the sign to the mean finished grade of the street closest to the sign. In the case of a sign located greater than 100 feet from a public street, height shall be measured to the mean grade at the base of the sign. Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other structural elements. The permitted maximum height for all signs is determined by the sign type and the zoning district in which the sign is located using the sign measuring standards.

Sign district. A portion of the city believed to share a common character and identified on the city "Sign District Map," Figure 1.1. Sign districts or character areas establish sign standards for properties located in these districts. See section 93-3.3-2-1.

Sign supporting structure. Poles, posts, walls, frames, brackets, or other supports holding a sign in place.

Snipe sign. A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, streetlights, or other objects, or placed on any public property or in the public right-of-way or on any private property without the permission of the property owner. (Also known as bandit sign).

Stake sign. Any sign supported by uprights placed in the ground and not supported by or suspended from any building with a maximum sign area of five square feet. Unless otherwise specified, such signs are intended to be temporary.

Storefront. The primary facade of a commercial building or a single, undivided tenant space that may be located in a multi-tenant commercial building.

Streamers. A display made of lightweight, flexible materials, consisting of long, narrow, wavy strips hung individually or in a series, with or without a logo or advertising message printed or painted on them and typically designed to move in the wind.

Street frontage. The side or sides of a lot abutting on a public street or right-of-way.

Street pole banner. A banner suspended above a public sidewalk and attached to a single street pole.

Structural change or repair. Any reinforcement, replacement, bolstering, augmenting or substitution of a support element of a sign structure, including but not limited to alteration or replacement of the foundation, support structures, columns or beams, sign frame or sign head for any purpose other than to render the sign structure safe.

Structural trim. The molding, battens, cappings, nailing strips, latticing, and platforms which are attached to a sign structure, but which do not contribute to the conveying of a message.

Submission date. The date stamped on a sign application indicating the date the application was received in the community services department.

Temporary sign. A sign erected on a non-permanent basis, or a sign originally designed to be transportable and moved from one location to another, or a sign composed of materials not designed to withstand the elements for extended periods of time.

Temporary window sign. Any window sign consisting of a temporary sign that that is not permanently or semi-permanently affixed to or integrated with the window surface.

Vehicular sign. A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary message for the property on which the vehicle sits or is otherwise not incidental to the vehicle's primary purpose.

Wall sign. Any sign which is attached parallel to or painted on an exterior building wall.

Vending machine sign. A sign fabricated into the cabinet of a vending machine by the manufacturer of that machine.

Wall sign. A building-mounted sign which is either attached to, displayed on, or painted on an exterior wall in a manner parallel with the wall surface. A sign installed on a false or mansard roof is also considered a wall sign. (Also known as: fascia sign, parallel wall sign, or band sign).

Window sign. Any sign that is applied, painted, or affixed to a window, or placed inside a window, within three (3) feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material behind a store window are not considered signs.

Zoning district. The classification of parcels of land as defined under the city zoning chapter.

Sec. 93-3.3-2-1. - Sign district map.

Figure 1.1 Sign District Map (See Attached)

Sec. 93-3.3-3. - Permit required.

Except where specifically excluded from permit requirements by a provision in this division, it shall be unlawful for any person to place, erect, repair, alter, relocate, change, modify or maintain any sign structure without first obtaining a permit from the Community Services Department in the manner set forth in this chapter and otherwise complying with the terms herein. Changes to sign faces made without any other changes to the size, shape, or type of sign do not require a new permit.

Sec. 93-3.3-4. - Permit application submission, requirements, decision, and appeal.

- (a) Submission of sign permit applications. Sign permit applications must be delivered to the Department of Community Services. All permit applications must be stamped Department of Community Services personnel indicating the submission date.
- (b) An application for a permit to erect a sign shall be made on a form or forms provided by the community services department and shall contain the following information:
 - 1. Name of applicant and property address for sign.
 - 2. Name, address, and telephone number of the property owner, and the signature of the property owner or duly authorized agent for the owner.
 - 3. Contact person and contact information.
 - 4. Description of the activities occurring on the site where the sign will be installed.
 - 5. Description, including dimensions, of any existing signage that will remain on the site. Current photographs showing existing signs on the premises and certifying the date on which photographs were taken.
 - 6. Identification of the type of sign(s) to be erected by the applicant.
 - 7. Site plan depicting the locations of proposed signage and existing remaining signage.
 - 8. Two copies of a plan drawn to scale depicting:

- a. Lot dimensions, building frontage, and existing rights-of-way and driveways.
 - b. The design of each sign face and sign structure, including dimensions, total sign area, sign height, depth, color scheme, structural details, materials, lighting scheme and proposed location.
 - c. Building elevations, existing and proposed facades, parapet walls, eave line and the location and size of all proposed and existing permanent signage.
- (c) Decision of the city planner.
 - (1) Provided that the application is complete, all permit fees have been paid, the city planner shall render a determination for compliance with the Code requirements and shall inform the Community Services Department of his or her decision within thirty (30) calendar days of the application submission date. The Community Services Department shall give notice to the applicant of the planner's decision on or before the 30th day.
 - (2) The city planner shall reject any application that includes violations of the terms of this article, is incomplete, or contains false material information or omissions within thirty (30) calendar days of the application submission date. Applications subsequently submitted in conformity with this section shall be deemed to have been submitted on the date of resubmission rather than the original submission date.
 - (3) If the City determines that a previously issued sign permit was issued pursuant to an application that contained violations of the terms of this article, false material information or omissions, he or she shall promptly revoke such permit and the sign shall be immediately removed.
- (d) Appeal. An applicant who is dissatisfied by a decision of the city planner on the application for a sign permit has the right to appeal that decision. Any such appeal shall occur under the following procedures:
 - (1) The applicant shall deliver a written notice of appeal to the city planner within 14 calendar days of his or her receipt of the notice of the decision. In the event that that no appeal is made within the 14-day period, the decision of the city planner shall become final. In the event that an appeal is filed, the city planner shall promptly transmit to the board of appeals all documents constituting the record upon which the decision appealed from was made.
 - (2) The board of appeals shall (a) hold a hearing on any timely filed appeal no more than 30 days after the notice of appeal was received; and (b) make its final determination of the appeal not more than 30 days after the date of such hearing. The review by the board of appeals shall be limited to a determination of whether or not the decision of the city planner was clearly erroneous.
 - (3) Any appeal of the decision of the board of appeals shall be taken to the superior court of Fulton County by a petition for a writ of certiorari.

Sec. 93-3.3-5. –Variances for signs in this division.

- a) Variance. The Board of Appeals shall judge a request for a variance from the terms of this division based on the following criteria:
 - 1) All existing permitted signs and structures on the subject property are in conformance with this division; and

- 2) The topography adjacent to the roadway is such that a sign conforming to the physical standards of this ordinance will not be visible to passing traffic in the same manner as signs of other similar establishments.
- b) Financial loss to the appellant is not sufficient grounds by itself to justify a variance.
- c) Peculiar conditions or circumstances that are the result of actions of the current or former owner of the property covered by the application cannot be considered as grounds to justify a variance.
- d) The authority to erect and maintain additional signs as may be permitted under any such variance shall terminate upon the subdivision of the lot for which such variance was granted. Any appeal of the decision of the board of appeals shall be taken to the superior court of Fulton County by a petition for a writ of certiorari.

Sec. 93-3.3-6. - Permit expiration date.

If work authorized under a permit has not been completed within six months after the date of issuance, the permit shall become null and void.

Sec. 93-3.3-7. - Permit fees.

Each application for a sign permit must be accompanied by a payment for the permit fee. The fee for a sign permit shall be as established by mayor and council from time to time. A copy of the fee schedule shall be available electronically on the city website or as hard copy in the community services department.

Sec. 93-3.3-8. - General sign regulations.

In addition to the limitations set forth in the other sections of this division, the following limitations shall apply to these specific types of signs:

- a. No sign shall be placed in such a position as to endanger pedestrians, bicyclists, or traffic on a street by obscuring the view or by interfering with official street signs or signals by virtue of position or color.
- b. No sign may interfere with vision clearance at corners(see Sec. 93-2-7).
- c. Signs and their supporting structures shall maintain clearance and noninterference with all surface and underground utility and communications lines or equipment.
- d. Signs may be double-sided.
- e. *Wall signs.*
 - 1) No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
- f. *Projecting signs.*
 - 1) No projecting sign may be placed over any street, any alley, or any other public right-of-way available for vehicular traffic.
 - 2) Any projecting sign located at a commercial business that is illuminated, either internally or externally, shall be illuminated between sunset and the close of business, on each side thereof, by lighting of at least five watts per square foot of sign surface, but in no case lighting that is more than 60 watts for each sign surface.
 - 3) All projecting signs must be installed at a 90-degree angle to the building façade, unless installed on a building corner facing a street intersection, in which case a projecting sign may be installed at a 135-degree angle to the building, towards the intersection

4) Projecting signs shall not project above the roofline.

g. *Awning and Canopy signs.*

1) An awning sign must be painted or installed directly on the awning or canopy.

2) The sign area of any awning sign shall not exceed 50 percent of the linear front of the awning.

h. *Incidental signs.*

1) All incidental signs shall be placed on private property and set back from the right-of-way by no less than 10 feet. Only one incidental sign per driveway entrance shall be permitted.

2) The sign area of any incidental sign shall not exceed two square feet.

i. *Window signs.*

1) Window signs may be arranged as a single sign or as multiple signs. Window signs shall be limited to ground floor windows.

2) Temporary window signs that do not exceed three square feet in sign area per tenant or building façade and are subject to the following requirements:

a) There is a limit of two temporary window signs not exceeding three square feet in sign area posted at any one time. This does not include interior neon or LED signs as described in (b).

b) One temporary interior neon or LED sign not to exceed a maximum of two square feet is permitted per building or tenant façade, except in the Downtown Historic sign district, in which such signs shall not exceed a maximum of one square foot.

c) The aggregate window area of both permanent and temporary window signs per building or tenant façade shall not exceed the area allowed for window signs by sign district per Sec. 93-3.3-21.

d) Temporary window signs meeting the above requirements shall not require a permit.

3) Temporary window signs that exceed three square feet in sign area per tenant or building façade are subject to the following requirements:

a) The aggregate window area of both permanent and temporary window signs per building or tenant façade shall not exceed the area allowed for window signs by sign district per Sec. 93-3.3-21.

b) Temporary window signs exceeding three square feet but not more than the aggregate window area as allowed above shall be limited to installations of 60 days once per year.

c) Temporary window signs exceeding three square feet require a permit.

4) Changeable copy signs are not permitted as window signs.

j. *Sandwich board signs.*

1) The owner of a building or occupant of a tenant space in a building in the downtown district, neighborhood commercial district or commercial mixed-use district may display one sandwich board sign for each business having a storefront. Such signs must be constructed of wood, metal or durable plastic. The surface of any sandwich board sign may be chalkboard, whiteboard or other durable material.

- 2) No sandwich board sign may be placed as to restrict the flow of pedestrians. A minimum sidewalk clear zone of five feet shall be maintained. Sandwich board signs shall be removed at the end of each business day.
 - 3) The maximum sign area of a sandwich board sign shall be six (6) square feet.
- k. *Changeable copy signs, excluding billboards.*
- 1) An owner or a permittee may incorporate up to 40 percent of the allowable sign area of a sign as a changeable copy sign, which shall be physically part of that sign. The changeable copy portion of the sign may not be installed absent the remaining 60 percent of the sign that shall be non-changeable copy or static in nature, excluding framing and other structural elements.
 - 2) No changeable copy sign may change more often than six times per minute and no message shall change more often than once every ten seconds. Signs shall accomplish message transitions as a hard cut, with no animation or delay between images. The brightness of such signs shall not have an illumination level of more than three-tenths of a foot-candle above the average ambient light level measured 100 feet from the face of the sign.
- 3) Changeable copy signs with digital or electronic displays shall be subject to the following additional requirements:
- a) Digital changeable copy signs shall only be located in the general commercial sign district.
 - b) The area of each display panel shall not exceed ten percent of the total sign face.
 - c) Digital changeable copy signs shall be equipped with an automatic dimming device that shall lower the intensity of the sign illumination to ensure that a hazardous condition for motorists or pedestrians is not created.
 - d) Digital changeable copy signs shall remain, and appear to be, fixed and static. In no instance shall the displayed content move, change, flash, or be animated or appear to move, change, flash, or be animated in any way.
 - e) The color of any characters, symbols, text, mark or the like must contrast with the field of the sign to provide for maximum visibility and legibility, and each character, symbol, text, mark or the like on the display panel must be the same color. The background or field of the sign shall be a solid color.
 - f) Individual display panels erected at fuel stations shall not exceed a size of two feet and no panel shall be larger than 30 square feet or face any property zoned for single-family residential use.
 - g) No digital changeable copy sign shall be located within 150 feet of any single-family residence, or any property zoned for single-family residential use.

Sec. 93-3.3-9. - Nonconforming signs.

- a) The city finds that nonconforming signs may adversely affect the public health, safety and welfare. Such signs may adversely affect the aesthetic character of the city and may adversely affect public safety due to the visual impact and structural characteristics of such signs on motorists.
- b) Signs which on the effective date of this division were approved and legally erected under previous sign regulations and which became nonconforming with respect to the requirements of this division may continue in existence subject to the following restrictions:

- 1) No change shall be made in the size of any nonconforming sign, nor shall any structural change be made to any such sign, unless the sign is brought into compliance with the provisions of this division.
- 2) Any nonconforming sign declared to be unsafe by the City shall be removed or rendered safe and brought into compliance with the provisions of this division.
- 3) No nonconforming sign damaged by fire or other causes to the extent of more than 50 percent of its assessed value shall be repaired or rebuilt except in compliance with this division. Repair work must take place within six months of the incident that caused the damage.
- 4) Any sign erected on public property or in a public right-of-way in violation of this division may be removed by duly authorized employees of the city and the responsible party may be cited for such violation.
- 5) A nonconforming sign shall not be replaced by another nonconforming sign, except the substitution or interchange of sign face on nonconforming signs shall be permitted, provided such materials do not constitute structural elements.
- 6) Minor repairs and maintenance of nonconforming signs shall be permitted. However, no structural repair or change in the size, shape or height of a nonconforming sign shall be permitted except to bring the sign into compliance with the requirements of this division.
- 7) A nonconforming sign which meets all requirements of the City Code when erected may remain in place until one of the following conditions occurs:
 - a) The deterioration of the sign or damage to the sign renders the sign a hazard; or
 - b) The sign has been damaged to such extent that structural repairs are required to restore the sign. Structural repairs are any repairs necessary to maintain the stability and structural integrity of the sign and are not merely aesthetic in nature.
- 8) No structural repair, change in shape, size, height or design of a nonconforming sign shall be permitted except to render such sign in compliance with all requirements of this division.
- 9) The above notwithstanding, any nonconforming sign damaged or destroyed by an Act of God may be restored to its extent immediately prior to said damage or destruction.

Sec. 93-3.3-10. - Applicability.

The provisions of this division shall apply to all signs erected within the corporate limits of the city.

Sec. 93-3.3-11. - Prohibited signs.

The following signs are prohibited:

- a) Abandoned signs.
- b) Aerial signs
- c) Animated signs involving motion or sound unless approved by special use permit.
- d) Any sign in a public right-of-way or on city property.
- e) Signs that exhibit statements, words, or pictures of obscene or pornographic subjects as determined by the City of Hapeville.

- f) Any sign that due to its color, shape, size, height, lighting, location, position and/or design appears to be in imitation of, or may be confused by motorists and pedestrians with, an official traffic control sign or signal.
- g) Any sign that impedes the view of an official traffic control sign or signal.
- h) Any sign that is erected or maintained in such a manner so as to interfere with safe and free ingress and egress of any door, any window, any emergency exit or any fire escape. In addition, no sign shall be attached or otherwise affixed to any standpipe, any emergency exit, or any fire escape.
- i) Any sign that obstructs the sight of motorists or pedestrians so as to create a traffic safety hazard.
- j) Any sign that promotes illegal activity.
- k) Balloon signs.
- l) Building, window and door lighting having an intensity greater than 0.2 foot-candles measured at the boundary of any abutting property.
- m) Feather flag signs.
- n) Flashing, blinking, or varying light intensity signs, with the exception of changeable copy signs that meet the requirements of section 93-3.3-8.
- o) Interactive signs.
- p) Inflatable devices, signs, balloons, or festoons.
- q) Mechanical movement signs.
- r) Pennants, streamers or searchlights.
- s) Reflective signs or signs containing mirrors.
- t) Roof signs.
- u) Sandwich board signs located in any residential zoning district.
- v) Signs which emit smoke, visible vapors, particulate matters, sound, odor or contain open flames.
- w) Snipe signs.
- x) Street pole banner signs attached to telephone, electrical power or light poles.
- y) Vehicle signs with a total sign area in excess of six square feet, where the vehicle upon which the sign is painted, drawn or otherwise affixed meets any of the following:
 - 1) If parked on a non-residential lot, the vehicle is not being used for the purpose of providing transportation for the owners, employees, inventory, merchandise, supplies or materials concerning a business operating on the lot; and
 - 2) Any part of the vehicle is parked for more than three consecutive hours within 100 feet of any public right-of-way;
 - 3) The vehicle is not being actively loaded or unloaded;
 - 4) The vehicle is visible from any public right-of-way;
 - 5) There are other available and accessible locations on or about the lot where the vehicle can be parked, which are not within 100 feet of any public right-of-way and visible from such.

Sec. 93-3.3-15. - Signs requiring a special use permit.

The following signs require a special use permit, pursuant to Sec. 93-3.2-5. These signs must be historic in nature and must not include sound, flashing or blinking lights or lights of varying intensity.

- (1) An animated sign that rotates.

Sec. 93-3.3-16. - Signs exempt from permit.

- a) The following signs are allowed and exempt from the permit regulations contained in this division but, notwithstanding, must comply with all other applicable requirements in this division and the Code:
 - 1) Address numerals not exceeding four inches in height in the single-family residential district and 10 inches in height in all other districts.
 - 2) Any sign not visible from a public right-of-way.
 - 3) One temporary sign per street frontage erected in conjunction with any subdivision, development, improvement, or other construction project. Such sign shall be limited to an area of 60 square feet.
 - 4) Incidental window signs. Such signs shall have a maximum combined area of one square foot.
 - 5) Incidental signs (see Sec. 93-3.3-8(h)).
 - 6) Temporary window signs. Such signs are not exempt from maximum area calculations for window signs (see Sec. 93-3.3-8(l) (3)).
 - 7) Official signs.
 - 8) One temporary stake sign per each lot that is less than 3 square feet in sign area. For corner lots, one temporary stake sign shall be exempt per street frontage.
 - 9) One wall sign that does not exceed one square foot in sign area.
 - 10) Lawn signs in residential areas that meet requirements found in Section 93-3.3-21.
 - 11) Any signs erected in relation to a federal, state, Fulton County, or city election or referendum. Such signs shall be regulated pursuant to Georgia law.
- b) Unless otherwise stated, any sign erected under this section shall not be calculated as part of the overall sign area allowed per lot by another section in this division. No sign erected under this section shall be internally or externally illuminated.

Sec. 93-3.3-17. - Temporary signs.

- a) Unless otherwise allowed by this Division, temporary signs are limited to additional restrictions listed in Sec. 93-3.3-21 for the Sign District in which they are located.
- b) Temporary signs shall be limited to a maximum of two signs allowed twice per year for a period not to exceed 30 consecutive days. This restriction shall not apply to temporary window signs or temporary signs located in the Single-Family Residential sign district. Temporary signs shall not be placed in any public right-of-way.
- c) All temporary signs shall be securely installed and shall meet all applicable safety standards as prescribed by the building code, electrical code and life safety code.
- d) The City may give a written notice of violation to the owner of any temporary sign erected or maintained in violation of this division or any other city ordinances or laws and to the owner of the property or premises on which the sign is located. Such notice would contain a request for a written

plan of action within five days from receipt of notice. The notice shall be sent via certified mail. Within this plan of action, the permittee or owner shall outline a remedy to address the violation. If the permittee or owner wishes to appeal the violation, they may request a variance through the Board of Appeals or opt for a citation and address it with the City of Hapeville Municipal Court. Should the Court confirm the violation, the sign must be removed by the owner or by City at the owner's expense.

- e) No fee shall be required for issuance of a permit for temporary signs.

Sec. 93-3.3-19. - Maintenance.

- (a) All signs regulated by this division shall be kept clean, neatly painted, and free from all electrical and mechanical hazards, including, but not limited to, faulty wiring and loose connections. The premises surrounding all signs shall be maintained by the owner in a sanitary and inoffensive condition, free of weeds, rubbish, and debris. The City of Hapeville may cause any sign which shows gross neglect, becomes dilapidated, or the ground area around such a sign is not well maintained to be removed after due notice.
- (b) The City shall give the permittee or owner of any sign which shows gross neglect or has become dilapidated or which the ground area around the sign is not well maintained a written notice of violation with a request for a written plan of action within five days. The five day period shall commence on the day the letter is received by the permittee or owner. The notice shall be mailed via certified mail. Within this plan of action, the permittee or owner shall outline a remedy to address the violation. If the permittee or owner wishes to appeal the violation, they may request a variance through the Board of Appeals or opt for a citation and address it with the City of Hapeville Municipal Court. Should the Court confirm the violation, the sign must be removed by the owner or by City at the owner's expense.

Sec. 93-3.3-20. - Illumination.

- (a) Internal illumination. The illumination of internally lit signs shall not exceed 0.2 foot-candles of incandescent light measured at the boundary of any abutting property.
- (b) External illumination. Indirectly lit signs shall be lighted so that no light source is positioned in such a manner that creates a hazardous condition for motorists or pedestrians.
- (c) Illuminated signs shall be installed in a manner that prevents light trespass on adjacent properties or public rights-of-way. No illuminated sign shall be installed within the Single-Family Residential sign district.

Sec. 93-3.3-21. - Sign standards by sign district.

Any sign not specifically allowed in a sign district under this section shall be prohibited in that district, except as otherwise provided for under this division. Size, height, setback, quantity, and type of sign shall be regulated under sections 93-3.3-21 and 93-3.3-8 of this division. Unless otherwise stated, listed restrictions in the following subsections are per parcel or lot.

- (a) Single-family residential.
 - 1) Permitted sign types and regulations for signs in the single-family residential sign district in the city:
 - a) Monument signs at the entrance of a subdivision. Monument signs may only be illuminated externally and may only be illuminated from dusk to dawn.
 - (b) Lawn signs, not to exceed a combined 12 square feet of sign area Such signs shall be exempt from permitting requirements.

(c) Temporary signs not to exceed 10 square feet each. For regulations regarding temporary signs, see section 93-3.3-17.

b) All signs shall be set back a minimum of 10' from the back of curb.

Single-Family Residential

	Monument Sign	Lawn Sign	Temporary Sign
Maximum Height Sign Structure	4 feet	3 feet	
Maximum Width Sign Structure	8 feet	3 feet	
Maximum Sign Area	32 square feet	5 square feet per sign / 12 square feet total	10 square feet
Maximum Number	1		2

(b) Commercial mixed use.

1) Permitted sign types and regulations for signs in the commercial mixed-use sign district include:

- a) Awning Signs
- b) Billboards, subject to section 93-3.3-22.
- c) Flags.
- d) Pole signs/Monument signs, which must be setback a minimum of ten feet from back of curb.

(1) Where a sign contains information for more than one commercial entity, an additional 5 square feet per tenant is permitted, up to a maximum sign area of 50 square feet. Such signs may be increased in height by 2 feet per tenant, up to a maximum of 20 feet tall.

- e) Projecting Signs, not to exceed a projection of four feet from the face of the building. Signs must provide for eight feet of minimum clear space between the bottom of any Sign and the sidewalk or ground.
- f) Sandwich board signs, which must be removed at the end of each business day and must allow at least five feet of unobstructed passageway. No sandwich board sign shall exceed six square feet in sign area.
- g) Temporary signs.
- h) Wall signs.
- i) Window signs.

2) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

- 3) All signs shall be set back a minimum of 25 feet from the I-85 and I-75 rights-of-way.
- 4) All exterior lighting shall comply with FAA requirements related to aircraft safety, and all exterior lighting shall be maintained in accordance with plans and specifications submitted to and approved by the building official.

Commercial Mixed Use

	Pole Sign / Monument Sign	Projecting Sign	Wall Sign	Window Signs	Temporary Sign
Maximum Height Sign Structure	10 feet	4 feet/ Not above roofline			6 feet
Maximum Width Sign Structure	5 feet	5 feet	50% of façade width		8 feet
Maximum Sign Area	20 square feet	20 square feet	1 SF/LF of building or tenant façade	30% of window area	32 square feet
Maximum Number	1	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	30% of window area	2

(c) Downtown district.

1) Permitted sign types and regulations for signs in the downtown sign district include:

- a) Awning signs.
- b) Flags.
- c) Pole signs, which must be setback a minimum of six feet from back of curb.
 - (1) Where a sign contains information for more than one commercial entity, an additional 4 square feet per tenant is permitted, up to a maximum sign area of 40 square feet. Such signs may be increased in height by 2 feet per tenant, up to a maximum of 20 feet tall.
- d) Marquees.

- e) Projecting signs, which shall not exceed a projection of either four feet from any building or one-third of the width of any sidewalk, whichever is less. Projecting signs must provide for a minimum of eight feet of space between the bottom of the sign and the sidewalk or ground.
 - f) Sandwich board signs that must be removed at the end of each business day and must accommodate a minimum of five feet of unobstructed walkway. No sandwich board sign shall exceed six square feet in sign area.
 - g) Wall signs.
 - h) Window signs shall not exceed 30 percent of the window area. A second window sign of the same dimension shall be allowed on buildings with multiple frontages fronting on a public street. Incidental window signs do not count toward the aggregate sign area.
 - i) Temporary signs.
- 2) Other than Window signs, the total number of Signs in this district shall not exceed one sign of any allowed type for the primary building or tenant facade and one sign of any allowed type for each secondary building or tenant facade.
 - 3) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant facade.

Downtown District

	Pole Sign	Projecting Sign	Wall Sign	Window Signs	Awning Sign	Temporary Sign
Maximum Height Sign Structure	10 feet	Not above roofline				6 feet
Maximum Width Sign Structure	5 feet	4 feet	50% of façade width			8 feet
Maximum Sign Area Primary Facade	16 square feet	12 square feet	1 SF/LF of building or tenant façade	30% of window area	50% of awning length	32 square feet
Maximum Sign Area Secondary Facade		12 square feet	1 SF/LF of building or tenant façade	30% of window area		
Maximum Number	1	1/primary facade;	1/primary facade;		2	1

		1/secondary facade	1/secondary facade			
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(d) General commercial.

1) Permitted sign types and regulations for signs in the general commercial sign district include:

- a) Awning signs.
- b) Billboards, subject to the requirements and limitations in section 93-3.3-22.
- c) Flags.
- d) Pole signs/Monument signs, which must be setback a minimum of ten feet from back of curb.

(1) Where a sign contains information for more than one commercial entity, an additional 10 square feet per tenant is permitted, up to a maximum sign area of 100 square feet. Such signs may be increased in height by 3 feet per tenant, up to maximum height of 30 feet tall.

- e) Projecting signs, which shall not exceed a projection of six feet from the face of any building.
- f) Wall signs.
- g) Window signs.
- h) Temporary signs.

2) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

3) Except as provided in subsection 93-3.3-23(f), no wall sign or window sign shall be permitted above the ground floor of any building.

General Commercial

	Pole Sign / Monument Sign	Projecting Sign	Wall Sign	Window Sign	Temporary Sign	Awning Sign
Maximum Height Sign Structure	15 feet	Not above roofline			6 feet	
Maximum Width Sign Structure	8 feet	6 feet	50% of façade width		8 feet	

Maximum Sign Area	50 square feet	32 square feet	1 SF/LF of building or tenant façade	50% of window area	32 square feet	50% of awning length
Maximum Number	2	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	No Maximum	2/year	2

(f) Industrial.

1) Permitted sign types and regulations for signs in the industrial sign district in the city:

- a) Awning signs.
- b) Billboards, subject to the requirements and limitations in section 93-3.3-22.
- c) Flags.
- d) Pole signs/Monument signs. The maximum number of Pole signs and Monument signs shall be one for every 500 linear feet of frontage or fraction thereof on a single frontage. Frontage on one street shall not be allocated to sign area on another street. Pole signs and Monument signs must be set back a minimum of ten feet from back of curb.
 - (1) Where a sign contains information for more than one commercial entity, an additional 10 square feet per tenant is permitted, up to a maximum sign area of 100 square feet. Such signs may be increased in height by 3 feet per tenant, up to a maximum of 30 feet tall
- e) Projecting signs, which shall not exceed a projection of six feet from the face of any building. Any projecting sign must provide a minimum of eight feet of space between the bottom of such Sign and the sidewalk or ground.
- f) Temporary signs.
- g) Wall signs.
- h) Window signs.

2) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

3) All signs shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way.

Industrial

	Pole Sign/Monument Sign	Projecting Sign	Wall Sign	Temporary Sign	Window Sign	Awning Sign
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Maximum Height	15 feet	Not above roofline				
Maximum Width	15 feet	6 feet	50% of façade width	8 feet		
Maximum Area	50 square feet	32 square feet	1 SF/LF of building or tenant façade	32 square feet	50% of window area	50% of awning length
Maximum Number	1 per 500 linear feet of frontage or fraction thereof	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade		No Maximum	2

(g) Neighborhood commercial.

1) Permitted sign types and regulations for signs in the neighborhood commercial sign district include:

- a) Awning signs.
 - b) Flags.
 - c) Pole signs/Monument signs, which must be set back at least six feet from back of curb.
 - 1. Where a sign contains information for more than one commercial entity, an additional 5 square feet per tenant is permitted, up to a maximum sign area of 50 square feet. Such signs may be increased in height by 2 feet and width by 6 inches per tenant, up to a maximum of 12 feet tall and 6 feet wide.
 - d) Projecting signs, which shall not exceed a projection of either four feet from any building or one-third of the width of the sidewalk, whichever is less. Any projecting sign must provide for a minimum of eight feet of minimum space between the bottom of such sign and the sidewalk or ground.
 - e) Sandwich board signs, which must be removed at the end of each business day and must allow at least five feet of unobstructed passageway. A sandwich board sign shall not exceed six square feet in sign area.
 - f) Wall signs.
 - g) Window signs.
 - h) Temporary signs
- 3) Other than Window signs, the total number of Signs in this district shall not exceed two signs of any allowed type for the primary facade and one sign of any allowed type for each secondary facade.

- 4) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

Neighborhood Commercial

	Pole Sign /Monument Sign	Projecting Sign	Wall Sign	Window Sign	Temporary Sign	Awning Sign
Maximum Height	6 feet	Not above roofline				
Maximum Width	4 feet	4 feet	50% of façade width		8 feet	
Maximum Area	20 square feet	10 square feet	1 SF/LF of building or tenant façade	50% of window area	32 square feet	50% of awning area
Maximum	1	1/primary	1/primary	No Maximum		2
Number		facade; 1/secondary facade	facade; 1/secondary facade			

(h) Multi-family residential.

- 1) Permitted sign types and regulations for signs in the multi-family residential sign district include:
 - a) Monument Sign
 - b) Projecting Sign
 - c) Wall Sign
 - d) Temporary signs.
- 1) The sign area for any lot in this district shall not exceed one square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.

Multi-family Residential

	Monument Signs	Projecting Sign	Wall Sign	Temporary Sign
Maximum Height	6 feet	12	6 feet	6 feet

Maximum Width	12 feet	4	10 % of linear frontage	8 feet
Maximum Area	50 square feet	48 square feet		32 square feet
Maximum Number	1 per road frontage	1 per facade	1 per facade	2/year

- (i) Public institutional. The standards for signs to be erected on those lots or upon buildings in the public institutional sign district shall be subject to the standards of the neighborhood commercial sign district.

Sec. 93-3.3-22. - Billboard signs.

- (a) The regulation and design of all billboard signs shall be governed by this section, subject to the following standards:
- (1) Billboard signs are permitted on any property having frontage on an interstate and located in any of the following sign districts: the commercial mixed-use sign district; the general commercial sign district; and the industrial sign district.
 - (2) A billboard sign shall not be located more than 100 feet from an interstate right-of-way.
 - (3) In addition to the other information required in section 93-3.3-4, a permit issued by the state department of transportation authorizing the installation of the proposed billboard sign shall be submitted to the city planner simultaneously with the application for a permit to erect said sign.
 - (4) No billboard sign shall be located within 300 feet of a residentially zoned property as measured from the outermost edge of the sign to the closest point of the residential property.
 - (5) A billboard sign shall meet the setback standards of the zoning district, provided the structure setback from any interstate right-of-way shall be a minimum of 25 feet.
 - (6) No billboard sign shall exceed a height of 65 feet as measured from the ground to the top of the sign.
 - (7) A billboard sign shall have a maximum width of 48 feet and a maximum sign face area of 672 square feet.
 - (8) No billboard sign shall be located within 500 linear feet of any other billboard sign on the same side of the street, road or highway, including any such sign located outside of the city limits, as measured along the right-of-way.
 - (9) The sign area of a billboard sign located adjacent to an interstate right-of-way shall not be used in calculating "aggregate sign area" For other signage on the same parcel.
- (b) Multiple message billboard signs shall be subject to the following standards:
- (1) Multiple message billboard signs shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of such sign to the closest point of the above-referenced property line.

- (2) When a message is changed mechanically, the transition shall be accomplished in three seconds or less.
- (3) No multiple message billboard sign shall be placed within 5,000 feet of another multiple message billboard sign on the same side of the street, road, or highway.
- (c) Digital billboards present a different set of circumstances regarding their impact on the community, such signs shall be governed by the following additional standards:
 - (1) Digital billboards shall be limited to parcels fronting on interstate highways only, and shall be positioned for viewing from such interstate highways.
 - (2) No digital billboard shall be located within 500 feet of another billboard on the same side of the interstate highway. Billboard signs located outside the city limits shall be included in determining this distance.
 - (3) No digital billboard shall be located within 5,000 feet of another multiple message billboard, including any other digital billboard, on the same side of the highway. Billboard signs located outside the city limits shall be included in determining this distance.
 - (4) Digital billboards shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.
 - (5) All digital billboard images must remain stationary and not contain any visible moving parts, alternating, "crawling" or other moving messages or have the appearance of having moving parts or messages.
 - (6) The display, background or other message medium on a digital billboard shall not change more often than once every ten seconds, with a transition period of one second or less.
 - (8) A digital billboard shall contain a default design that will freeze the sign in one position should a malfunction occurs.
 - (9) Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.
 - (10) The owner of a digital billboard shall arrange for an annual certification of the foot-candle intensity measured in foot-candles by an independent contractor showing compliance and provide such certification to the code enforcement officer.
 - (11) All digital billboards shall have installed an ambient light monitor that will continuously monitor and automatically adjust the brightness of the display based on ambient light conditions. Maximum brightness levels for digital billboards shall not exceed three-tenths foot-candles over ambient light levels measured as prescribed in a "Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC's)" published by the International Sign Association, April 2011. Certification that the sign has been preset to automatically adjust the brightness to this level or lower must be provided to the code enforcement officer.
 - (12) Digital billboards shall meet the same installation and permitting requirements and inspections as adopted for electrified signs and all other signs.
 - (13) The owner or permittee of a digital billboard shall coordinate with the city in displaying, when appropriate, emergency information important to the travelling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency

information messages shall remain in the advertising rotation according to the protocols of the agency that issues such information.

- (14) The owner of a digital billboard shall provide contact information to the Community Services Department for an individual who is available at any time and who is capable of turning off said sign promptly following a malfunction.
- (15) At any time more than five percent of the LED display lights on a digital billboard malfunction or are no longer working, the owner or billboard permittee shall repair said sign within thirty (30) calendar days or the sign will be subject to removal.
- (16) In the event the City of Hapeville finds that a digital billboard causes glare, impairs the vision of a motorist, or otherwise poses a traffic safety hazard to motorists or pedestrians, the owner of said sign shall reduce the intensity of lighting on such sign to a level sufficient to eliminate the hazard within 24 hours of receipt of written notice by the code enforcement officer.
- (17) Each digital billboard must comply with all state department of transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this section.

Sec. 93-3.3-23. - Special requirements for all signs.

- (a) *Applicability.* All lots, buildings, structures or property shall be regulated under the requirements of this division.
- (b) *Placement.* All signs must be placed on a lot as defined in other sections of the zoning ordinance and the subdivision regulations. No sign may be placed on any lot where such lot does not meet the minimum requirements of the zoning ordinance and subdivision regulations. With the exception of Billboards, no sign may be placed on any lot that has road frontage only on an interstate or intrastate highway.
- (c) *Covering architectural elements.* No placement of any sign shall cover or conceal architectural fenestrations, adornments, details, doors or windows unless the design review committee determines that the placement of such sign cannot be more appropriately located and that the placement of such sign will not adversely affect access to the building, cause unnecessary glare into the building or adversely impact the historic character or architectural theme of the building.
- (d) *Posting on trees, poles, etc.* No sign shall be allowed to be tacked, painted, posted, marked, or otherwise affixed on trees, utility poles, or other similar structures, or on rocks, the ground itself, or other natural features.
- (e) *No posting on supports.* No message may be displayed on any portion of the structural supports of any sign.
- (f) *Special situations; buildings of three stories or more.* Those developments having buildings of three or more stories may be permitted one wall sign on the primary and secondary building or tenant facade not to exceed 50 percent of the width of the building or tenant facade and not exceeding an area of one square foot for each horizontal linear foot of building or tenant facade. Such wall signs shall be limited to the ground floor wall, only. A single wall sign may be installed on each facade of the highest floor, subject to a maximum width of 20 percent of the building facade length and a maximum area of ten percent of the exterior wall area of that floor; the sign area and width allowance for such wall signs apply to each individual building facade and are not cumulative.

Sec. 93-3.3-24. - Construction standards for all signs.

- (a) *Building code compliance.* All signs shall be constructed and maintained in accordance with the provisions of the building code and, to the extent a sign contains electrical components, electrical code as adopted and from time to time amended (hereinafter referred to as the "city building code") except that no building permit shall be required unless the building official determines that a structure must be built to support the sign.
- (b) *Materials required.* All signs for which a permit is required by this division (excluding temporary signs) shall be designed and fabricated to conform to industry performance standards as concerns UV/sunlight exposure, abrasion, extreme temperatures, weather, chemicals and solvents, cleaning processes and graffiti. All signs for which a permit is required by this division (excluding temporary signs) shall be constructed of durable, noncombustible material with the exception of chemically treated plywood, also known as medium density overlay (MDO) plywood, redwood, sand blasted or carved wood having a minimum thickness of four inches and may also consist of aluminum, anodized aluminum, stainless steel, brass, polycarbonate, acrylic, and vinyl.
- (c) *Reflectors.* Gooseneck reflectors and lights shall be permitted on pole signs, monument signs, projecting signs, and wall signs; provided, however, the reflectors shall be provided with proper glass lenses so that no light creates a hazardous or dangerous condition.
- (d) *Other code compliance.* All building, zoning, or other relevant codes excluding building permitting (other than that permitting required elsewhere herein) shall be applicable to the location, construction and siting of signs and shall be read in harmony with this division.

Sec. 93-3.3-25. - Unsafe or unlawful signs.

Any sign determined by the City of Hapeville to be unsafe or unstable, a menace to the public health or safety, abandoned, dilapidated, or erected or maintained in violation of this division shall cause the City to notify the permittee, owner, or occupant of the property on which the sign is located of such violation with a request for a written plan of action within five days. The five day period shall commence on the day the letter is received by the permittee or owner. The notice shall be mailed via certified mail. Should the permittee, owner, or occupant of the property on which the sign is located cannot be contacted, the City having affixed the notice to the sign or to the building on which the sign is erected for a period of ten days shall be deemed to have effected notice.

Within this plan of action, the permittee or owner shall outline a remedy to address the violation. If the permittee or owner wishes to appeal the violation, they may request a variance through the Board of Appeals or opt for a citation and address it with the City of Hapeville Municipal Court. Should the Court confirm the violation, the sign must be removed by the owner or by City at the owner's expense.

The City may cause any unsafe or unlawful sign that constitutes an immediate threat to the physical safety of persons or adjoining property to be removed summarily and without notice and cause the cost of removal to be placed as a lien on the property on which the sign is located.

Sec. 93-3.3-26. - Penalties.

Any person found in violation of any provision of this division shall be subject to a fine not to exceed \$1,000.00 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or is permitted to continue. Any sign erected or maintained in violation of this division shall be subject to removal by the city upon an order of the municipal court and all costs related to such removal shall be charged against the property and may be collected by lien or otherwise.

ARTICLE 28. - A-D ZONE (ARTS DISTRICT OVERLAY)

Sec. 93-28-13. - Signs.

Replace:

Signs with lights and movable elements that contribute to the unique character of the district shall be permitted. Such signs shall be subject to approval by the design review committee.

With:

Signs with lights and movable elements that contribute to the unique character of the district shall be permitted. Such signs shall be limited to dimensional requirements outlined in Sec. 93-3.3-21. - Sign standards by sign district in Article 3 and subject to approval by the design review committee.

**STATE OF GEORGIA
CITY OF HAPEVILLE**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 3.3 (“SIGNS AND MURALS”), DIVISION 1 (“SIGNS”), SECTIONS 93-3.3-1 (“STATEMENT OF PURPOSE AND INTENT”) THROUGH AND INCLUDING SECTION 93-3.3-25 (“SUBSTITUTION”); TO CREATE CHAPTER 93 (“ZONING”), ARTICLE 3.3 (“SIGNS AND MURALS”), DIVISION 1 (“SIGNS”), SECTIONS 93-3.3-26 (“PENALTIES”); TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 28 (“A-D ZONE (ARTS DISTRICT OVERLAY)”); SECTION 93-28-13 (“SIGNS”), OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR THE REGULATION OF SIGNS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

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

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

WHEREAS, the procedures required for amending the City’s zoning ordinance have been satisfied, including, but not limited to, notice and public hearings; and,

WHEREAS, the governing authority of the City finds it desirable to make updates and text amendments regarding the City’s sign ordinance.

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

Section One. Chapter 93 (Zoning), Article 3.3 (Signs and Murals), Division 1 (Signs), Sections 93-3.3-1 (Statement of Purpose and Intent) through and including Section 93-3.3-25

(Substitution) of the City Code of Ordinances is hereby amended by striking said division and titles in its entirety and replacing it with the following language and subsections:

Sec. 93-3.3-1. - Statement of purpose and intent.

This division seeks to create the legal framework necessary to ensure a comprehensive and balanced system of signs within the city. A comprehensive regulation is necessary to ensure that signs installed in the city are compatible with the unique nature and character of the community. The purpose of this division is to preserve the right of free speech and expression, facilitate appropriate communication between people and their environment, promote the public health, safety and welfare, and avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance. With these concepts in mind, the provisions in this division, which regulate signs by such factors as design, size, height, spacing and location, but not on the basis of any message conveyed by such signs, and also regulate the maintenance of signs, are hereby established to achieve the following purposes:

- (1) To protect the health, safety, general welfare and property values of residents and property owners of the city.
 - (2) To promote and implement the goals, objectives and policies adopted in the comprehensive plan.
 - (3) To effectively balance public and private objectives by allowing adequate signs for the needs of business and developers.
 - (4) To regulate the installation and placement of signs in order to provide safe operating conditions for pedestrians and motorists by eliminating unsafe, cluttered, distracting, or illegal signs.
 - (5) To promote the use of signs that are aesthetically pleasing, of appropriate scale, integrated with surrounding buildings and landscape, and compatible with the character of the surrounding area.
 - (6) To ensure the protection of free speech rights provided by the United States Constitution and the Georgia Constitution.
- b) It is the intent of this division to:
- 1) Provide functional flexibility, encourage variety and relate signage to basic principles of good design.
 - 2) Balance the rights of individuals to convey messages through signs and the right of the public to be protected against the unrestricted proliferation of signs by regulating signs on the basis of such factors as design, height, spacing, and location, but not on the basis of the content of any message conveyed thereby.
 - 3) Provide an enhanced visual environment for residents and visitors and protect existing view sheds in the community.

- 4) Promote economic development.
- 5) Ensure the fair and consistent enforcement of sign regulations.

Sec. 93-3.3-2. - Definitions.

For the purposes of this article, the following definitions shall have the meanings ascribed to them in this section, unless specifically stated otherwise:

Abandoned sign. A sign which is left in a state of neglect for a period of 180 days.

Aerial view sign. This includes, but is not limited to, any sign horizontally affixed to a roof or attached to a roof such that the sign is not readily viewable from the surrounding ground.

Aggregate sign area. The total area of all signs on a lot. Exempt signs shall not be considered in the calculation of aggregate sign area.

Animated sign. A sign that features movement or a change of lighting to depict action or to create a special effect or scene. Animated signs exclude changeable copy signs meeting the standards of this article.

Awning sign. Any sign applied directly to or attached directly to an awning.

Balloon Sign. A lighter-than-air, gas-filled balloon, tethered in a fixed location, which contains a message on its surface or attached to the balloon in any manner.

Banner. Any cloth, bunting, plastic, paper, or similar non-rigid material attached to any structure, staff, pole, rope, wire, or framing which is anchored on two or more edges or at all four corners. Banners are temporary in nature and do not include flags.

Billboard sign. Any pole sign having an area of 300 square feet or greater. Billboard signs may display a traditional static image, a "multiple message sign" accomplished by a mechanical transition to a second or third image or a "large screen video display" utilizing full motion video technology and commonly referred to as digital or LED billboards. See Sec. 93-3.3-22 for specific requirements.

Building frontage. The maximum linear width of a building measured in a single straight line parallel, or essentially parallel, with the abutting public street or parking lot.

Canopy. A structure other than an awning made of fabric, metal, or other material that is supported by columns or posts affixed to the ground and may also be connected to a building.

Canopy sign. Any sign that is part of, or attached to, a canopy.

Changeable copy sign. Any sign with an area under 300 square feet that incorporates changing lettering, images, or displays to form a message or messages, whether such changes are accomplished electronically, digitally or manually.

Clearance. The distance above the walkway, or other surface if specified, to the bottom edge of a sign. This term can also refer to a horizontal distance between two objects.

Decision date. The date upon which the city planner makes a final decision on the approval or denial of a complete sign permit application.

Erect. To build, paint, construct, attach, hang, place, suspend, or affix.

Externally illuminated signs. Any sign illuminated by an external light source directed primarily toward such sign.

Feather flag sign. Any cloth, fabric, plastic or similar lightweight, nonrigid material, designed for advertisement, display, identification, description, illustration, or conveying a message or information, visible from any public place or exposed to the general public, and attached to a vertical or near-vertical pole mounted into the ground or on a portable structure such that the material is not free to furl and unfurl as a flag would do. The term "feather flag" shall also include similar devices or terms, such as blade, teardrop or shark fin signs or flags, and sign flags. A feather flag may or may not exhibit a text message or symbol of any kind and may be a single color or multiple colors. This includes sign flags.

Festoon. A decorative chain, strip or ornamentation hanging between two points.

Flashing sign. Any sign the illumination of which changes in intensity, scrolls, flashes or changes message or appearance more often than once every ten seconds. This definition does not include changeable copy signs or digital displays that meet the requirements set forth herein.

Incidental sign. A permanent sign erected at the entrance or exit from private property onto a public street that provides traffic direction to entering or exiting traffic.

Incidental window sign. A small sign erected to be seen through a window of a non-residential establishment not exceeding one (1) square foot.

Inflatable sign. A sign that is an air-inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure and equipped with a portable blower motor that provides a constant flow of air into the device.

Interactive sign. An electronic or animated sign that reacts to the behavior or electronic signals of motor vehicle drivers.

Internally illuminated signs. Any sign which has characters, letters, figures, designs or outlines illuminated by electric lights, LEDs or luminous tubes located within the interior of the sign.

Lawn sign. A stake sign located in the supplemental area of a single-family or two-family dwelling for a temporary period.

Light trespass. Light emitted by a lighting installation, which extends beyond the boundaries of the property on which the installation is sited.

Marquee. A roof-like structure, often bearing a signboard, projecting over an entrance, as to a theater or hotel.

Median. A paved or planted strip dividing any public or private right-of-way, road or highway into lanes parallel to the direction of travel.

Message sequencing. The spreading of one message across more than one sign structure.

Monument sign. A sign permanently affixed to the ground and independent of any building for its support. The base of a monument sign is mounted flush with the ground.

Multi-Tenant sign. A freestanding sign used by multiple tenants that occupy a building or set of buildings.

Mural. A large picture or image which is painted, constructed, or affixed directly onto a vertical building wall, which may or may not contain text, logos, and/or symbols.

Noncombustible material. Any material that will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.

Nonconforming sign. A sign that was legally erected and maintained at the effective date of this Ordinance, or amendment thereto, that does not currently comply with sign regulations of the district in which it is located.

Official sign. A sign erected or required by government agencies or utilities, on property controlled by such entities. Official sign includes, but is not limited to, those permanent and temporary signs identified in the Manual of Uniform Traffic Control Devices for the purpose of controlling vehicular and pedestrian traffic on public roadways.

Pennant. A triangular or irregular piece of fabric or other material, commonly attached in strings or strands, or supported on small poles intended to flap in the wind.

Pole sign. A freestanding sign that is permanently supported in a fixed location by a structure of one or more poles, posts, uprights, or braces from the ground and not supported by a building or a base structure.

Person. Any individual, entity, firm, partnership, association, corporation, company or organization of any kind.

Primary facade. The exterior wall of the building most nearly parallel to widest street on which the building fronts.

Projecting sign. A building-mounted, double-sided sign with the two faces generally perpendicular to the building wall or, on corner lots, projecting away from a building corner towards an adjacent street intersection. Such signs do not include signs located on a canopy, awning, or marquee. (Also known as blade sign).

Reflective sign. A sign containing any material or device which has the effect of intensifying reflected light.

Roofline. The highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline, or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of the roof or parapet, whichever is the higher.

Roof sign. Any sign attached to a building or structure and displayed above the lowest horizontal line of the building roof.

Sandwich board sign. A type of freestanding, portable, temporary sign consisting of two faces connected and hinged at the top and whose message is oriented to pedestrians (Also known as A-frame sign).

Secondary facade. Any exterior wall of a building that is most nearly parallel to an adjoining street that is not the primary facade. A secondary facade may also be to the rear of the primary facade and may adjoin a parking lot rather than a street. The end elevation of a building shall also be considered a secondary facade.

Sign. Any device, structure, fixture, painting, emblem, or visual that uses words, graphics, colors, illumination, symbols, numbers, or letters for the purpose of communicating a message. Sign includes the sign faces as well as any sign supporting structure.

Sign area. The total area of a sign face used to display information, messages, advertising, logos, or symbols. For double-faced signs, the side with the largest sign area shall be used in computing sign area. The sign area of a double-faced sign having unequal faces shall be the area of the larger face. The sign area of wall signs shall be the net geometric area measured by the smallest possible rectangle or combination of rectangles enclosing the display surface of the sign, including the outer extremities of all letters, characters and delineations. Double-faced signs having an interior angle formed by the faces greater than 45 degrees shall be considered individual sign faces and the area of each face shall be used in computing sign area. Window sign area shall be measured in the same manner as wall signs. Decorative architectural or design elements on a building surface or window shall not count toward the sign area (e.g., borders).

Sign face. The part or parts of a sign that is/are used or can be used to convey information visually.

Sign structure height. The vertical dimension of a sign as measured as the distance from the highest portion of the sign to the mean finished grade of the street closest to the sign. In the case of a sign located greater than 100 feet from a public street, height shall be measured to the mean grade at the base of the sign. Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other structural elements. The permitted maximum height for all signs is determined by the sign type and the zoning district in which the sign is located using the sign measuring standards.

Sign district. A portion of the city believed to share a common character and identified on the city "Sign District Map," Figure 1.1. Sign districts or character areas establish sign standards for properties located in these districts. See section 93-3.3-2-1.

Sign supporting structure. Poles, posts, walls, frames, brackets, or other supports holding a sign in place.

Snipe sign. A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, streetlights, or other objects, or placed on any public property or in the public right-of-way or on any private property without the permission of the property owner. (Also known as bandit sign).

Stake sign. Any sign supported by uprights placed in the ground and not supported by or suspended from any building with a maximum sign area of five square feet. Unless otherwise specified, such signs are intended to be temporary.

Storefront. The primary facade of a commercial building or a single, undivided tenant space that may be located in a multi-tenant commercial building.

Streamers. A display made of lightweight, flexible materials, consisting of long, narrow, wavy strips hung individually or in a series, with or without a logo or advertising message printed or painted on them and typically designed to move in the wind.

Street frontage. The side or sides of a lot abutting on a public street or right-of-way.

Street pole banner. A banner suspended above a public sidewalk and attached to a single street pole.

Structural change or repair. Any reinforcement, replacement, bolstering, augmenting or substitution of a support element of a sign structure, including but not limited to alteration or replacement of the foundation, support structures, columns or beams, sign frame or sign head for any purpose other than to render the sign structure safe.

Structural trim. The molding, battens, cappings, nailing strips, latticing, and platforms which are attached to a sign structure, but which do not contribute to the conveying of a message.

Submission date. The date stamped on a sign application indicating the date the application was received in the community services department.

Temporary sign. A sign erected on a non-permanent basis, or a sign originally designed to be transportable and moved from one location to another, or a sign composed of materials not designed to withstand the elements for extended periods of time.

Temporary window sign. Any window sign consisting of a temporary sign that that is not permanently or semi-permanently affixed to or integrated with the window surface.

Vehicular sign. A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary message for the property on which the vehicle sits or is otherwise not incidental to the vehicle's primary purpose.

Wall sign. Any sign which is attached parallel to or painted on an exterior building wall.

Vending machine sign. A sign fabricated into the cabinet of a vending machine by the manufacturer of that machine.

Wall sign. A building-mounted sign which is either attached to, displayed on, or painted on an exterior wall in a manner parallel with the wall surface. A sign installed on a false or mansard roof is also considered a wall sign. (Also known as: fascia sign, parallel wall sign, or band sign).

Window sign. Any sign that is applied, painted, or affixed to a window, or placed inside a window, within three (3) feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material behind a store window are not considered signs.

Zoning district. The classification of parcels of land as defined under the city zoning chapter.

Sec. 93-3.3-2-1. - Sign district map.

Figure 1.1 Sign District Map (*See Attached*)

1 **Sec. 93-3.3-3. - Permit required.**

2 Except where specifically excluded from permit requirements by a provision in this
3 division, it shall be unlawful for any person to place, erect, repair, alter, relocate, change, modify
4 or maintain any sign structure without first obtaining a permit from the Community Services
5 Department in the manner set forth in this chapter and otherwise complying with the terms herein.
6 Changes to sign faces made without any other changes to the size, shape, or type of sign do not
7 require a new permit.

8
9 **Sec. 93-3.3-4. - Permit application submission, requirements, decision, and appeal.**

10 (a) Submission of sign permit applications. Sign permit applications must be delivered to the
11 Department of Community Services. All permit applications must be stamped Department of
12 Community Services personnel indicating the submission date.

13 (b) An application for a permit to erect a sign shall be made on a form or forms provided by the
14 community services department and shall contain the following information:

- 15 1. Name of applicant and property address for sign.
- 16 2. Name, address, and telephone number of the property owner, and the signature of the
17 property owner or duly authorized agent for the owner.
- 18 3. Contact person and contact information.
- 19 4. Description of the activities occurring on the site where the sign will be installed.
- 20 5. Description, including dimensions, of any existing signage that will remain on the site.
21 Current photographs showing existing signs on the premises and certifying the date on
22 which photographs were taken.
- 23 6. Identification of the type of sign(s) to be erected by the applicant.
- 24 7. Site plan depicting the locations of proposed signage and existing remaining signage.
- 25 8. Two copies of a plan drawn to scale depicting:
 - 26 a. Lot dimensions, building frontage, and existing rights-of-way and driveways.
 - 27 b. The design of each sign face and sign structure, including dimensions, total sign
28 area, sign height, depth, color scheme, structural details, materials, lighting scheme
29 and proposed location.
 - 30 c. Building elevations, existing and proposed facades, parapet walls, eave line and the
31 location and size of all proposed and existing permanent signage.

32 (c) Decision of the city planner.

- 33 (1) Provided that the application is complete, all permit fees have been paid, the city planner
34 shall render a determination for compliance with the Code requirements and shall inform
35 the Community Services Department of his or her decision within thirty (30) calendar
36 days of the application submission date. The Community Services Department shall give
37 notice to the applicant of the planner's decision on or before the 30th day.

(2) The city planner shall reject any application that includes violations of the terms of this article, is incomplete, or contains false material information or omissions within thirty (30) calendar days of the application submission date. Applications subsequently submitted in conformity with this section shall be deemed to have been submitted on the date of resubmission rather than the original submission date.

(3) If the City determines that a previously issued sign permit was issued pursuant to an application that contained violations of the terms of this article, false material information or omissions, he or she shall promptly revoke such permit and the sign shall be immediately removed.

(d) Appeal. An applicant who is dissatisfied by a decision of the city planner on the application for a sign permit has the right to appeal that decision. Any such appeal shall occur under the following procedures:

(1) The applicant shall deliver a written notice of appeal to the city planner within 14 calendar days of his or her receipt of the notice of the decision. In the event that that no appeal is made within the 14-day period, the decision of the city planner shall become final. In the event that an appeal is filed, the city planner shall promptly transmit to the board of appeals all documents constituting the record upon which the decision appealed from was made.

(2) The board of appeals shall (a) hold a hearing on any timely filed appeal no more than 30 days after the notice of appeal was received; and (b) make its final determination of the appeal not more than 30 days after the date of such hearing. The review by the board of appeals shall be limited to a determination of whether or not the decision of the city planner was clearly erroneous.

(3) Any appeal of the decision of the board of appeals shall be taken to the superior court of Fulton County by a petition for a writ of certiorari.

Sec. 93-3.3-5. –Variances for signs in this division.

a) Variance. The Board of Appeals shall judge a request for a variance from the terms of this division based on the following criteria:

a) All existing permitted signs and structures on the subject property are in conformance with this division; and

b) The topography adjacent to the roadway is such that a sign conforming to the physical standards of this ordinance will not be visible to passing traffic in the same manner as signs of other similar establishments.

b) Financial loss to the appellant is not sufficient grounds by itself to justify a variance.

c) Peculiar conditions or circumstances that are the result of actions of the current or former owner of the property covered by the application cannot be considered as grounds to justify a variance.

- d) The authority to erect and maintain additional signs as may be permitted under any such variance shall terminate upon the subdivision of the lot for which such variance was granted. Any appeal of the decision of the board of appeals shall be taken to the superior court of Fulton County by a petition for a writ of certiorari.

Sec. 93-3.3-6. - Permit expiration date.

If work authorized under a permit has not been completed within six months after the date of issuance, the permit shall become null and void.

Sec. 93-3.3-7. - Permit fees.

Each application for a sign permit must be accompanied by a payment for the permit fee. The fee for a sign permit shall be as established by mayor and council from time to time. A copy of the fee schedule shall be available electronically on the city website or as hard copy in the community services department.

Sec. 93-3.3-8. - General sign regulations.

In addition to the limitations set forth in the other sections of this division, the following limitations shall apply to these specific types of signs:

- a. No sign shall be placed in such a position as to endanger pedestrians, bicyclists, or traffic on a street by obscuring the view or by interfering with official street signs or signals by virtue of position or color.
- b. No sign may interfere with vision clearance at corners (see Sec. 93-2-7).
- c. Signs and their supporting structures shall maintain clearance and noninterference with all surface and underground utility and communications lines or equipment.
- d. Signs may be double-sided.
- e. *Wall signs.*
 - 1) No wall sign shall cover wholly or partially any wall opening, nor project beyond the ends or top of the wall to which it is attached.
- f. *Projecting signs.*
 - 1) No projecting sign may be placed over any street, any alley, or any other public right-of-way available for vehicular traffic.
 - 2) Any projecting sign located at a commercial business that is illuminated, either internally or externally, shall be illuminated between sunset and the close of business, on each side thereof, by lighting of at least five watts per square foot of sign surface, but in no case lighting that is more than 60 watts for each sign surface.

3) All projecting signs must be installed at a 90-degree angle to the building façade, unless installed on a building corner facing a street intersection, in which case a projecting sign may be installed at a 135-degree angle to the building, towards the intersection

4) Projecting signs shall not project above the roofline.

g. *Awning and Canopy signs.*

1) An awning sign must be painted or installed directly on the awning or canopy.

2) The sign area of any awning sign shall not exceed 50 percent of the linear front of the awning.

h. *Incidental signs.*

1) All incidental signs shall be placed on private property and set back from the right-of-way by no less than 10 feet. Only one incidental sign per driveway entrance shall be permitted.

2) The sign area of any incidental sign shall not exceed two square feet.

i. *Window signs.*

1) Window signs may be arranged as a single sign or as multiple signs. Window signs shall be limited to ground floor windows.

2) Temporary window signs that do not exceed three square feet in sign area per tenant or building façade and are subject to the following requirements:

a) There is a limit of two temporary window signs not exceeding three square feet in sign area posted at any one time. This does not include interior neon or LED signs as described in (b).

b) One temporary interior neon or LED sign not to exceed a maximum of two square feet is permitted per building or tenant façade, except in the Downtown Historic sign district, in which such signs shall not exceed a maximum of one square foot.

c) The aggregate window area of both permanent and temporary window signs per building or tenant façade shall not exceed the area allowed for window signs by sign district per Sec. 93-3.3-21.

d) Temporary window signs meeting the above requirements shall not require a permit.

3) Temporary window signs that exceed three square feet in sign area per tenant or building façade are subject to the following requirements:

a) The aggregate window area of both permanent and temporary window signs per building or tenant façade shall not exceed the area allowed for window signs by sign district per Sec. 93-3.3-21.

b) Temporary window signs exceeding three square feet but not more than the aggregate window area as allowed above shall be limited to installations of 60 days once per year.

- 147 c) Temporary window signs exceeding three square feet require a permit.
- 148 4) Changeable copy signs are not permitted as window signs.
- 149 j. *Sandwich board signs.*
- 150 1) The owner of a building or occupant of a tenant space in a building in the downtown
- 151 district, neighborhood commercial district or commercial mixed-use district may display
- 152 one sandwich board sign for each business having a storefront. Such signs must be
- 153 constructed of wood, metal or durable plastic. The surface of any sandwich board sign may
- 154 be chalkboard, whiteboard or other durable material.
- 155 2) No sandwich board sign may be placed as to restrict the flow of pedestrians. A minimum
- 156 sidewalk clear zone of five feet shall be maintained. Sandwich board signs shall be
- 157 removed at the end of each business day.
- 158 3) The maximum sign area of a sandwich board sign shall be six (6) square feet.
- 159 k. *Changeable copy signs, excluding billboards.*
- 160 1) An owner or a permittee may incorporate up to 40 percent of the allowable sign area of a
- 161 sign as a changeable copy sign, which shall be physically part of that sign. The changeable
- 162 copy portion of the sign may not be installed absent the remaining 60 percent of the sign
- 163 that shall be non-changeable copy or static in nature, excluding framing and other structural
- 164 elements.
- 165 2) No changeable copy sign may change more often than six times per minute and no message
- 166 shall change more often than once every ten seconds. Signs shall accomplish message
- 167 transitions as a hard cut, with no animation or delay between images. The brightness of
- 168 such signs shall not have an illumination level of more than three-tenths of a foot-candle
- 169 above the average ambient light level measured 100 feet from the face of the sign.
- 170 3) Changeable copy signs with digital or electronic displays shall be subject to the following
- 171 additional requirements:
- 172 a) Digital changeable copy signs shall only be located in the general commercial sign
- 173 district.
- 174 b) The area of each display panel shall not exceed ten percent of the total sign face.
- 175 c) Digital changeable copy signs shall be equipped with an automatic dimming device
- 176 that shall lower the intensity of the sign illumination to ensure that a hazardous
- 177 condition for motorists or pedestrians is not created.
- 178 d) Digital changeable copy signs shall remain, and appear to be, fixed and static. In no
- 179 instance shall the displayed content move, change, flash, or be animated or appear to
- 180 move, change, flash, or be animated in any way.

- e) The color of any characters, symbols, text, mark or the like must contrast with the field of the sign to provide for maximum visibility and legibility, and each character, symbol, text, mark or the like on the display panel must be the same color. The background or field of the sign shall be a solid color.
- f) Individual display panels erected at fuel stations shall not exceed a size of two feet and no panel shall be larger than 30 square feet or face any property zoned for single-family residential use.
- g) No digital changeable copy sign shall be located within 150 feet of any single-family residence, or any property zoned for single-family residential use.

Sec. 93-3.3-9. - Nonconforming signs.

- a) The city finds that nonconforming signs may adversely affect the public health, safety and welfare. Such signs may adversely affect the aesthetic character of the city and may adversely affect public safety due to the visual impact and structural characteristics of such signs on motorists.
- b) Signs which on the effective date of this division were approved and legally erected under previous sign regulations and which became nonconforming with respect to the requirements of this division may continue in existence subject to the following restrictions:
 - 1) No change shall be made in the size of any nonconforming sign, nor shall any structural change be made to any such sign, unless the sign is brought into compliance with the provisions of this division.
 - 2) Any nonconforming sign declared to be unsafe by the City shall be removed or rendered safe and brought into compliance with the provisions of this division.
 - 3) No nonconforming sign damaged by fire or other causes to the extent of more than 50 percent of its assessed value shall be repaired or rebuilt except in compliance with this division. Repair work must take place within six months of the incident that caused the damage.
 - 4) Any sign erected on public property or in a public right-of-way in violation of this division may be removed by duly authorized employees of the city and the responsible party may be cited for such violation.
 - 5) A nonconforming sign shall not be replaced by another nonconforming sign, except the substitution or interchange of sign face on nonconforming signs shall be permitted, provided such materials do not constitute structural elements.
 - 6) Minor repairs and maintenance of nonconforming signs shall be permitted. However, no structural repair or change in the size, shape or height of a nonconforming sign shall be permitted except to bring the sign into compliance with the requirements of this division.

217 7) A nonconforming sign which meets all requirements of the City Code when erected may
218 remain in place until one of the following conditions occurs:

219 a) The deterioration of the sign or damage to the sign renders the sign a hazard; or

220 b) The sign has been damaged to such extent that structural repairs are required to restore
221 the sign. Structural repairs are any repairs necessary to maintain the stability and
222 structural integrity of the sign and are not merely aesthetic in nature.

223 8) No structural repair, change in shape, size, height or design of a nonconforming sign shall
224 be permitted except to render such sign in compliance with all requirements of this division.

225 9) The above notwithstanding, any nonconforming sign damaged or destroyed by an Act of
226 God may be restored to its extent immediately prior to said damage or destruction.

227
228 **Sec. 93-3.3-10. - Applicability.**

229 The provisions of this division shall apply to all signs erected within the corporate limits of
230 the city.

231
232 **Sec. 93-3.3-11. - Prohibited signs.**

233 The following signs are prohibited:

234 a) Abandoned signs.

235 b) Aerial signs

236 c) Animated signs involving motion or sound unless approved by special use permit.

237 d) Any sign in a public right-of-way or on city property.

238 e) Signs that exhibit statements, words, or pictures of obscene or pornographic subjects as
239 determined by the City of Hapeville.

240 f) Any sign that due to its color, shape, size, height, lighting, location, position and/or design
241 appears to be in imitation of, or may be confused by motorists and pedestrians with, an official
242 traffic control sign or signal.

243 g) Any sign that impedes the view of an official traffic control sign or signal.

244 h) Any sign that is erected or maintained in such a manner so as to interfere with safe and free
245 ingress and egress of any door, any window, any emergency exit or any fire escape. In addition,
246 no sign shall be attached or otherwise affixed to any standpipe, any emergency exit, or any fire
247 escape.

248 i) Any sign that obstructs the sight of motorists or pedestrians so as to create a traffic safety
249 hazard.

250 j) Any sign that promotes illegal activity.

- k) Balloon signs.
- l) Building, window and door lighting having an intensity greater than 0.2 foot-candles measured at the boundary of any abutting property.
- m) Feather flag signs.
- n) Flashing, blinking, or varying light intensity signs, with the exception of changeable copy signs that meet the requirements of section 93-3.3-8.
- o) Interactive signs.
- p) Inflatable devices, signs, balloons, or festoons.
- q) Mechanical movement signs.
- r) Pennants, streamers or searchlights.
- s) Reflective signs or signs containing mirrors.
- t) Roof signs.
- u) Sandwich board signs located in any residential zoning district.
- v) Signs which emit smoke, visible vapors, particulate matters, sound, odor or contain open flames.
- w) Snipe signs.
- x) Street pole banner signs attached to telephone, electrical power or light poles.
- y) Vehicle signs with a total sign area in excess of six square feet, where the vehicle upon which the sign is painted, drawn or otherwise affixed meets any of the following:
 - 1) If parked on a non-residential lot, the vehicle is not being used for the purpose of providing transportation for the owners, employees, inventory, merchandise, supplies or materials concerning a business operating on the lot; and
 - 2) Any part of the vehicle is parked for more than three consecutive hours within 100 feet of any public right-of-way;
 - 3) The vehicle is not being actively loaded or unloaded;
 - 4) The vehicle is visible from any public right-of-way;
 - 5) There are other available and accessible locations on or about the lot where the vehicle can be parked, which are not within 100 feet of any public right-of-way and visible from such.

Sec. 93-3.3-12 – Reserved.

Sec. 93-3.3-13 – Reserved.

283
284 **Sec. 93-3.3-14 – Reserved.**
285

286 **Sec. 93-3.3-15. - Signs requiring a special use permit.**

287 The following signs require a special use permit, pursuant to Sec. 93-3.2-5. These signs must
288 be historic in nature and must not include sound, flashing or blinking lights or lights of varying
289 intensity.

- 290 (1) An animated sign that rotates.
291

292 **Sec. 93-3.3-16. - Signs exempt from permit.**

293 a) The following signs are allowed and exempt from the permit regulations contained in this
294 division but, notwithstanding, must comply with all other applicable requirements in this
295 division and the Code:

- 296 1) Address numerals not exceeding four inches in height in the single-family residential
297 district and 10 inches in height in all other districts.
- 298 2) Any sign not visible from a public right-of-way.
- 299 3) One temporary sign per street frontage erected in conjunction with any subdivision,
300 development, improvement, or other construction project. Such sign shall be limited to an
301 area of 60 square feet.
- 302 4) Incidental window signs. Such signs shall have a maximum combined area of one square
303 foot.
- 304 5) Incidental signs (see Sec. 93-3.3-8(h)).
- 305 6) Temporary window signs. Such signs are not exempt from maximum area calculations
306 for window signs (see Sec. 93-3.3-8(I) (3)).
- 307 7) Official signs.
- 308 8) One temporary stake sign per each lot that is less than 3 square feet in sign area. For corner
309 lots, one temporary stake sign shall be exempt per street frontage.
- 310 9) One wall sign that does not exceed one square foot in sign area.
- 311 10) Lawn signs in residential areas that meet requirements found in Section 93-3.3-21.
- 312 11) Any signs erected in relation to a federal, state, Fulton County, or city election or
313 referendum. Such signs shall be regulated pursuant to Georgia law.

314 b) Unless otherwise stated, any sign erected under this section shall not be calculated as part of
315 the overall sign area allowed per lot by another section in this division. No sign erected under
316 this section shall be internally or externally illuminated.

317 **Sec. 93-3.3-17. - Temporary signs.**

- 318 a) Unless otherwise allowed by this Division, temporary signs are limited to additional
319 restrictions listed in Sec. 93-3.3-21 for the Sign District in which they are located.
- 320 b) Temporary signs shall be limited to a maximum of two signs allowed twice per year for a
321 period not to exceed 30 consecutive days. This restriction shall not apply to temporary window
322 signs or temporary signs located in the Single-Family Residential sign district. Temporary
323 signs shall not be placed in any public right-of-way.
- 324 c) All temporary signs shall be securely installed and shall meet all applicable safety standards as
325 prescribed by the building code, electrical code and life safety code.
- 326 d) The City may give a written notice of violation to the owner of any temporary sign erected or
327 maintained in violation of this division or any other city ordinances or laws and to the owner
328 of the property or premises on which the sign is located. Such notice would contain a request
329 for a written plan of action within five days from receipt of notice. The notice shall be sent via
330 certified mail. Within this plan of action, the permittee or owner shall outline a remedy to
331 address the violation. If the permittee or owner wishes to appeal the violation, they may request
332 a variance through the Board of Appeals or opt for a citation and address it with the City of
333 Hapeville Municipal Court. Should the Court confirm the violation, the sign must be removed
334 by the owner or by City at the owner's expense.
- 335 e) No fee shall be required for issuance of a permit for temporary signs.
- 336

337 **Sec. 93-3.3-18 – Reserved.**

338

339 **Sec. 93-3.3-19. - Maintenance.**

- 340 (a) All signs regulated by this division shall be kept clean, neatly painted, and free from all
341 electrical and mechanical hazards, including, but not limited to, faulty wiring and loose
342 connections. The premises surrounding all signs shall be maintained by the owner in a sanitary
343 and inoffensive condition, free of weeds, rubbish, and debris. The City of Hapeville may cause
344 any sign which shows gross neglect, becomes dilapidated, or the ground area around such a
345 sign is not well maintained to be removed after due notice.
- 346 (b) The City shall give the permittee or owner of any sign which shows gross neglect or has
347 become dilapidated or which the ground area around the sign is not well maintained a written
348 notice of violation with a request for a written plan of action within five days. The five day
349 period shall commence on the day the letter is received by the permittee or owner. The notice
350 shall be mailed via certified mail. Within this plan of action, the permittee or owner shall
351 outline a remedy to address the violation. If the permittee or owner wishes to appeal the
352 violation, they may request a variance through the Board of Appeals or opt for a citation and
353 address it with the City of Hapeville Municipal Court. Should the Court confirm the violation,
354 the sign must be removed by the owner or by City at the owner's expense.

Sec. 93-3.3-20. - Illumination.

- (a) Internal illumination. The illumination of internally lit signs shall not exceed 0.2 foot-candles of incandescent light measured at the boundary of any abutting property.
- (b) External illumination. Indirectly lit signs shall be lighted so that no light source is positioned in such a manner that creates a hazardous condition for motorists or pedestrians.
- (c) Illuminated signs shall be installed in a manner that prevents light trespass on adjacent properties or public rights-of-way. No illuminated sign shall be installed within the Single-Family Residential sign district.

Sec. 93-3.3-21. - Sign standards by sign district.

Any sign not specifically allowed in a sign district under this section shall be prohibited in that district, except as otherwise provided for under this division. Size, height, setback, quantity, and type of sign shall be regulated under sections 93-3.3-21 and 93-3.3-8 of this division. Unless otherwise stated, listed restrictions in the following subsections are per parcel or lot.

- a) Single-family residential.
 - 1) Permitted sign types and regulations for signs in the single-family residential sign district in the city:
 - a) Monument signs at the entrance of a subdivision. Monument signs may only be illuminated externally and may only be illuminated from dusk to dawn.
 - b) Lawn signs, not to exceed a combined 12 square feet of sign area. Such signs shall be exempt from permitting requirements.
 - c) Temporary signs not to exceed 10 square feet each. For regulations regarding temporary signs, see section 93-3.3-17.
- b) All signs shall be set back a minimum of 10' from the back of curb.

Single-Family Residential

	Monument Sign	Lawn Sign	Temporary Sign
Maximum Height Sign Structure	4 feet	3 feet	
Maximum Width Sign Structure	8 feet	3 feet	
Maximum Sign Area	32 square feet	5 square feet per sign / 12 square feet total	10 square feet

Maximum Number	1		2
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(b) Commercial mixed use.

1) Permitted sign types and regulations for signs in the commercial mixed-use sign district include:

a) Awning Signs

b) Billboards, subject to section 93-3.3-22.

c) Flags.

d) Pole signs/Monument signs, which must be setback a minimum of ten feet from back of curb.

(1) Where a sign contains information for more than one commercial entity, an additional 5 square feet per tenant is permitted, up to a maximum sign area of 50 square feet. Such signs may be increased in height by 2 feet per tenant, up to a maximum of 20 feet tall.

e) Projecting Signs, not to exceed a projection of four feet from the face of the building. Signs must provide for eight feet of minimum clear space between the bottom of any Sign and the sidewalk or ground.

f) Sandwich board signs, which must be removed at the end of each business day and must allow at least five feet of unobstructed passageway. No sandwich board sign shall exceed six square feet in sign area.

g) Temporary signs.

h) Wall signs.

i) Window signs.

2) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

3) All signs shall be set back a minimum of 25 feet from the I-85 and I-75 rights-of-way.

4) All exterior lighting shall comply with FAA requirements related to aircraft safety, and all exterior lighting shall be maintained in accordance with plans and specifications submitted to and approved by the building official.

Commercial Mixed Use

	Pole Sign / Monument Sign	Projecting Sign	Wall Sign	Window Signs	Temporary Sign
Maximum Height Sign Structure	10 feet	4 feet/ Not above roofline			6 feet
Maximum Width Sign Structure	5 feet	5 feet	50% of façade width		8 feet
Maximum Sign Area	20 square feet	20 square feet	1 SF/LF of building or tenant façade	30% of window area	32 square feet
Maximum Number	1	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	30% of window area	2

(c) Downtown district.

1) Permitted sign types and regulations for signs in the downtown sign district include:

- a) Awning signs.
- b) Flags.
- c) Pole signs, which must be setback a minimum of six feet from back of curb.
 - (1) Where a sign contains information for more than one commercial entity, an additional 4 square feet per tenant is permitted, up to a maximum sign area of 40 square feet. Such signs may be increased in height by 2 feet per tenant, up to a maximum of 20 feet tall.
- d) Marquees.
- e) Projecting signs, which shall not exceed a projection of either four feet from any building or one-third of the width of any sidewalk, whichever is less. Projecting signs must provide for a minimum of eight feet of space between the bottom of the sign and the sidewalk or ground.

- f) Sandwich board signs that must be removed at the end of each business day and must accommodate a minimum of five feet of unobstructed walkway. No sandwich board sign shall exceed six square feet in sign area.
- g) Wall signs.
- h) Window signs shall not exceed 30 percent of the window area. A second window sign of the same dimension shall be allowed on buildings with multiple frontages fronting on a public street. Incidental window signs do not count toward the aggregate sign area.
- i) Temporary signs.
- 2) Other than Window signs, the total number of Signs in this district shall not exceed one sign of any allowed type for the primary building or tenant facade and one sign of any allowed type for each secondary building or tenant facade.
- 3) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

Downtown District

	Pole Sign	Projecting Sign	Wall Sign	Window Signs	Awning Sign	Temporary Sign
Maximum Height Sign Structure	10 feet	Not above roofline				6 feet
Maximum Width Sign Structure	5 feet	4 feet	50% of façade width			8 feet
Maximum Sign Area Primary Facade	16 square feet	12 square feet	1 SF/LF of building or tenant façade	30% of window area	50% of awning length	32 square feet
Maximum Sign Area Secondary Facade		12 square feet	1 SF/LF of building or tenant façade	30% of window area		
Maximum Number	1	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade		2	1

(d) General commercial.

1) Permitted sign types and regulations for signs in the general commercial sign district include:

a) Awning signs.

b) Billboards, subject to the requirements and limitations in section 93-3.3-22.

c) Flags.

d) Pole signs/Monument signs, which must be setback a minimum of ten feet from back of curb.

(1) Where a sign contains information for more than one commercial entity, an additional 10 square feet per tenant is permitted, up to a maximum sign area of 100 square feet. Such signs may be increased in height by 3 feet per tenant, up to maximum height of 30 feet tall.

e) Projecting signs, which shall not exceed a projection of six feet from the face of any building.

f) Wall signs.

g) Window signs.

h) Temporary signs.

2) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

3) Except as provided in subsection 93-3.3-23(f), no wall sign or window sign shall be permitted above the ground floor of any building.

General Commercial

	Pole Sign / Monument Sign	Projecting Sign	Wall Sign	Window Sign	Temporary Sign	Awning Sign
Maximum Height Sign Structure	15 feet	Not above roofline			6 feet	

Maximum Width Sign Structure	8 feet	6 feet	50% of façade width		8 feet	
Maximum Sign Area	50 square feet	32 square feet	1 SF/LF of building or tenant façade	50% of window area	32 square feet	50% of awning length
Maximum Number	2	1/primary facade; 1/secondary facade	1/primary facade; 1/secondary facade	No Maximum	2/year	2

(f) Industrial.

1) Permitted sign types and regulations for signs in the industrial sign district in the city:

- a) Awning signs.
- b) Billboards, subject to the requirements and limitations in section 93-3.3-22.
- c) Flags.
- d) Pole signs/Monument signs. The maximum number of Pole signs and Monument signs shall be one for every 500 linear feet of frontage or fraction thereof on a single frontage. Frontage on one street shall not be allocated to sign area on another street. Pole signs and Monument signs must be set back a minimum of ten feet from back of curb.
 - (1) Where a sign contains information for more than one commercial entity, an additional 10 square feet per tenant is permitted, up to a maximum sign area of 100 square feet. Such signs may be increased in height by 3 feet per tenant, up to a maximum of 30 feet tall
- e) Projecting signs, which shall not exceed a projection of six feet from the face of any building. Any projecting sign must provide a minimum of eight feet of space between the bottom of such Sign and the sidewalk or ground.
- f) Temporary signs.
- g) Wall signs.
- h) Window signs.

2) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

3) All signs shall be setback a minimum of 25 feet from the I-85 and I-75 rights-of-way.

Industrial

	Pole Sign/Monument Sign	Projecting Sign	Wall Sign	Temporary Sign	Window Sign	Awning Sign
Maximum Height	15 feet	Not above roofline				
Maximum Width	15 feet	6 feet	50% of façade width	8 feet		
Maximum Area	50 square feet	32 square feet	1 SF/LF of building or tenant façade	32 square feet	50% of window area	50% of awning length
Maximum Number	1 per 500 linear feet of frontage or fraction thereof	1/primary façade; 1/secondary façade	1/primary façade; 1/secondary façade		No Maximum	2

(g) Neighborhood commercial.

1) Permitted sign types and regulations for signs in the neighborhood commercial sign district include:

- a) Awning signs.
- b) Flags.
- c) Pole signs/Monument signs, which must be set back at least six feet from back of curb.
 1. Where a sign contains information for more than one commercial entity, an additional 5 square feet per tenant is permitted, up to a maximum sign area of 50 square feet. Such signs may be increased in height by 2 feet and width by 6 inches per tenant, up to a maximum of 12 feet tall and 6 feet wide.
- d) Projecting signs, which shall not exceed a projection of either four feet from any building or one-third of the width of the sidewalk, whichever is less. Any projecting sign must provide for a minimum of eight feet of minimum space between the bottom of such sign and the sidewalk or ground.

- e) Sandwich board signs, which must be removed at the end of each business day and must allow at least five feet of unobstructed passageway. A sandwich board sign shall not exceed six square feet in sign area.
- f) Wall signs.
- g) Window signs.
- h) Temporary signs
- 3) Other than Window signs, the total number of Signs in this district shall not exceed two signs of any allowed type for the primary facade and one sign of any allowed type for each secondary facade.
- 4) The aggregate square footage of all wall signs, awning signs, and projecting signs shall not exceed the linear width of the building or tenant façade.

Neighborhood Commercial

	Pole Sign /Monument Sign	Projecting Sign	Wall Sign	Window Sign	Temporary Sign	Awning Sign
Maximum Height	6 feet	Not above roofline				
Maximum Width	4 feet	4 feet	50% of façade width		8 feet	
Maximum Area	20 square feet	10 square feet	1 SF/LF of building or tenant façade	50% of window area	32 square feet	50% of awning area
Maximum	1	1/primary	1/primary	No Maximum		2
Number		facade; 1/secondary facade	facade; 1/secondary facade			

(h) Multi-family residential.

- 1) Permitted sign types and regulations for signs in the multi-family residential sign district include:
- a) Monument Sign
- b) Projecting Sign

c) Wall Sign

d) Temporary signs.

- 1) The sign area for any lot in this district shall not exceed one square foot for every linear foot of lot frontage, regardless of the construction, placement or type of sign or signs.

Multi-family Residential

	Monument Signs	Projecting Sign	Wall Sign	Temporary Sign
Maximum Height	6 feet	12	6 feet	6 feet
Maximum Width	12 feet	4	10 % of linear frontage	8 feet
Maximum Area	50 square feet	48 square feet		32 square feet
Maximum Number	1 per road frontage	1 per facade	1 per facade	2/year

- (i) Public institutional. The standards for signs to be erected on those lots or upon buildings in the public institutional sign district shall be subject to the standards of the neighborhood commercial sign district.

Sec. 93-3.3-22. - Billboard signs.

- (a) The regulation and design of all billboard signs shall be governed by this section, subject to the following standards:
- (1) Billboard signs are permitted on any property having frontage on an interstate and located in any of the following sign districts: the commercial mixed-use sign district; the general commercial sign district; and the industrial sign district.
 - (2) A billboard sign shall not be located more than 100 feet from an interstate right-of-way.
 - (3) In addition to the other information required in section 93-3.3-4, a permit issued by the state department of transportation authorizing the installation of the proposed billboard sign shall be submitted to the city planner simultaneously with the application for a permit to erect said sign.
 - (4) No billboard sign shall be located within 300 feet of a residentially zoned property as measured from the outermost edge of the sign to the closest point of the residential property.

- (5) A billboard sign shall meet the setback standards of the zoning district, provided the structure setback from any interstate right-of-way shall be a minimum of 25 feet.
- (6) No billboard sign shall exceed a height of 65 feet as measured from the ground to the top of the sign.
- (7) A billboard sign shall have a maximum width of 48 feet and a maximum sign face area of 672 square feet.
- (8) No billboard sign shall be located within 500 linear feet of any other billboard sign on the same side of the street, road or highway, including any such sign located outside of the city limits, as measured along the right-of-way.
- (9) The sign area of a billboard sign located adjacent to an interstate right-of-way shall not be used in calculating "aggregate sign area" For other signage on the same parcel.
- (b) Multiple message billboard signs shall be subject to the following standards:
- (1) Multiple message billboard signs shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of such sign to the closest point of the above-referenced property line.
- (2) When a message is changed mechanically, the transition shall be accomplished in three seconds or less.
- (3) No multiple message billboard sign shall be placed within 5,000 feet of another multiple message billboard sign on the same side of the street, road, or highway.
- (c) Digital billboards present a different set of circumstances regarding their impact on the community, such signs shall be governed by the following additional standards:
- (1) Digital billboards shall be limited to parcels fronting on interstate highways only, and shall be positioned for viewing from such interstate highways.
- (2) No digital billboard shall be located within 500 feet of another billboard on the same side of the interstate highway. Billboard signs located outside the city limits shall be included in determining this distance.
- (3) No digital billboard shall be located within 5,000 feet of another multiple message billboard, including any other digital billboard, on the same side of the highway. Billboard signs located outside the city limits shall be included in determining this distance.
- (4) Digital billboards shall not be located within 500 feet of the nearest residentially zoned property, park, playground, recreation area, scenic area or cemetery, as measured from the outermost edge of the sign to the closest point of the above-referenced property line.
- (5) All digital billboard images must remain stationary and not contain any visible moving parts, alternating, "crawling" or other moving messages or have the appearance of having moving parts or messages.
- (6) The display, background or other message medium on a digital billboard shall not change more often than once every ten seconds, with a transition period of one second or less.

- (8) A digital billboard shall contain a default design that will freeze the sign in one position should a malfunction occurs.
- (9) Any maximum size limitations shall apply to the side of the multiple message sign with the greater area.
- (10) The owner of a digital billboard shall arrange for an annual certification of the foot-candle intensity measured in foot-candles by an independent contractor showing compliance and provide such certification to the code enforcement officer.
- (11) All digital billboards shall have installed an ambient light monitor that will continuously monitor and automatically adjust the brightness of the display based on ambient light conditions. Maximum brightness levels for digital billboards shall not exceed three-tenths foot-candles over ambient light levels measured as prescribed in a "Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC's)" published by the International Sign Association, April 2011. Certification that the sign has been preset to automatically adjust the brightness to this level or lower must be provided to the code enforcement officer.
- (12) Digital billboards shall meet the same installation and permitting requirements and inspections as adopted for electrified signs and all other signs.
- (13) The owner or permittee of a digital billboard shall coordinate with the city in displaying, when appropriate, emergency information important to the travelling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues such information.
- (14) The owner of a digital billboard shall provide contact information to the Community Services Department for an individual who is available at any time and who is capable of turning off said sign promptly following a malfunction.
- (15) At any time more than five percent of the LED display lights on a digital billboard malfunction or are no longer working, the owner or billboard permittee shall repair said sign within thirty (30) calendar days or the sign will be subject to removal.
- (16) In the event the City of Hapeville finds that a digital billboard causes glare, impairs the vision of a motorist, or otherwise poses a traffic safety hazard to motorists or pedestrians, the owner of said sign shall reduce the intensity of lighting on such sign to a level sufficient to eliminate the hazard within 24 hours of receipt of written notice by the code enforcement officer.
- (17) Each digital billboard must comply with all state department of transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this section.

Sec. 93-3.3-23. - Special requirements for all signs.

- (a) *Applicability.* All lots, buildings, structures or property shall be regulated under the requirements of this division.

- (b) *Placement.* All signs must be placed on a lot as defined in other sections of the zoning ordinance and the subdivision regulations. No sign may be placed on any lot where such lot does not meet the minimum requirements of the zoning ordinance and subdivision regulations. With the exception of Billboards, no sign may be placed on any lot that has road frontage only on an interstate or intrastate highway.
- (c) *Covering architectural elements.* No placement of any sign shall cover or conceal architectural fenestrations, adornments, details, doors or windows unless the design review committee determines that the placement of such sign cannot be more appropriately located and that the placement of such sign will not adversely affect access to the building, cause unnecessary glare into the building or adversely impact the historic character or architectural theme of the building.
- (d) *Posting on trees, poles, etc.* No sign shall be allowed to be tacked, painted, posted, marked, or otherwise affixed on trees, utility poles, or other similar structures, or on rocks, the ground itself, or other natural features.
- (e) *No posting on supports.* No message may be displayed on any portion of the structural supports of any sign.
- (f) *Special situations; buildings of three stories or more.* Those developments having buildings of three or more stories may be permitted one wall sign on the primary and secondary building or tenant facade not to exceed 50 percent of the width of the building or tenant facade and not exceeding an area of one square foot for each horizontal linear foot of building or tenant facade. Such wall signs shall be limited to the ground floor wall, only. A single wall sign may be installed on each facade of the highest floor, subject to a maximum width of 20 percent of the building facade length and a maximum area of ten percent of the exterior wall area of that floor; the sign area and width allowance for such wall signs apply to each individual building facade and are not cumulative.

Sec. 93-3.3-24. - Construction standards for all signs.

- (a) *Building code compliance.* All signs shall be constructed and maintained in accordance with the provisions of the building code and, to the extent a sign contains electrical components, electrical code as adopted and from time to time amended (hereinafter referred to as the "city building code") except that no building permit shall be required unless the building official determines that a structure must be built to support the sign.
- (b) *Materials required.* All signs for which a permit is required by this division (excluding temporary signs) shall be designed and fabricated to conform to industry performance standards as concerns UV/sunlight exposure, abrasion, extreme temperatures, weather, chemicals and solvents, cleaning processes and graffiti. All signs for which a permit is required by this division (excluding temporary signs) shall be constructed of durable, noncombustible material with the exception of chemically treated plywood, also known as medium density overlay (MDO) plywood, redwood, sand blasted or carved wood having a minimum thickness of four inches and may also consist of aluminum, anodized aluminum, stainless steel, brass, polycarbonate, acrylic, and vinyl.

- (c) *Reflectors.* Gooseneck reflectors and lights shall be permitted on pole signs, monument signs, projecting signs, and wall signs; provided, however, the reflectors shall be provided with proper glass lenses so that no light creates a hazardous or dangerous condition.
- (d) *Other code compliance.* All building, zoning, or other relevant codes excluding building permitting (other than that permitting required elsewhere herein) shall be applicable to the location, construction and siting of signs and shall be read in harmony with this division.

Sec. 93-3.3-25. - Unsafe or unlawful signs.

Any sign determined by the City of Hapeville to be unsafe or unstable, a menace to the public health or safety, abandoned, dilapidated, or erected or maintained in violation of this division shall cause the City to notify the permittee, owner, or occupant of the property on which the sign is located of such violation with a request for a written plan of action within five days. The five day period shall commence on the day the letter is received by the permittee or owner. The notice shall be mailed via certified mail. Should the permittee, owner, or occupant of the property on which the sign is located cannot be contacted, the City having affixed the notice to the sign or to the building on which the sign is erected for a period of ten days shall be deemed to have effected notice.

Within this plan of action, the permittee or owner shall outline a remedy to address the violation. If the permittee or owner wishes to appeal the violation, they may request a variance through the Board of Appeals or opt for a citation and address it with the City of Hapeville Municipal Court. Should the Court confirm the violation, the sign must be removed by the owner or by City at the owner's expense.

The City may cause any unsafe or unlawful sign that constitutes an immediate threat to the physical safety of persons or adjoining property to be removed summarily and without notice and cause the cost of removal to be placed as a lien on the property on which the sign is located.

Sec. 93-3.3-26. - Penalties.

Any person found in violation of any provision of this division shall be subject to a fine not to exceed \$1,000.00 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or is permitted to continue. Any sign erected or maintained in violation of this division shall be subject to removal by the city upon an order of the municipal court and all costs related to such removal shall be charged against the property and may be collected by lien or otherwise.

Section Two. Chapter 93 (Zoning), Article 28 (A-D Zone (Arts District Overlay)), Sections 93-28-13 (Signs) of the City Code of Ordinances is hereby amended by striking said section in its entirety and replacing it with the following language:

Signs with lights and movable elements that contribute to the unique character of the district shall be permitted. Such signs shall be limited to dimensional requirements outlined in Sec. 93-3.3-21. - Sign standards by sign district in Article 3 and subject to approval by the design review committee.

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

Section Four. Severability.

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

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

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

Section Five. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

ORDAINED this _____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney

DRAFT



Chairman, Brian Wismer
Vice Chairman, Jeanne Rast
Leah Davis
Lucy Dolan
Larry Martin
Charlotte Rentz
Cliff Thomas

Planning Commission Meeting
700 Doug Davis Drive, Hapeville, Georgia 30354
June 9, 2020 6:00 PM

MINUTES

1. Call to Order

Chairman Brian Wismer called the meeting to order at 6:07 p.m.

2. Roll Call

Brian Wismer, Chairman
Jeanne Rast, Vice Chairman (teleconference)
Leah Davis
Lucy Dolan (teleconference)
Larry Martin
Charlotte Rentz (teleconference)
Cliff Thomas

3. Approval of Minutes

3.1. Minutes of April 14, 2020

MOTION ITEM: Larry Martin made a motion, Cliff Thomas seconded to approve the minutes of April 14, 2020 with noted change. Motion Carried: 6-0.

4. Old Business

4.1. Willingham Drive at Colville Avenue

Site Plan Review

Background:

Miller Lowry of Miller Lowry Development requested approval of a revised site plan for a mixed-use townhome development for the property located at Willingham Drive, South Central Avenue and Colville Avenue, Parcel Identification Numbers 14 012700020429 and 14 012700020379. This item was previously approved by the Planning Commission on May 14, 2019.

The original plans, approved with variances from the Board of Appeals, were for a 20-townhome development with two commercial buildings. The updated plans removed one of the commercial buildings to make room for five additional townhomes, while also providing for a slightly rearranged layout of the remaining townhomes. The property is zoned V, Village and is within the A-D, Arts District overlay.

City of Hapeville's Economic Development Consultant, David Burt, spoke on behalf of the applicant. Mr. Burt has worked closely with the applicant on behalf of the Development

Authority and the City.

The original site plan indicated an optional gate between the residential and commercial buildings. The revised plan indicates the gate is required. In addition, staff recommended a second entry gate on the west side of Willingham Drive which will be set into the property which will allow for stacking. Signage will also be placed at the entrance on Willingham Drive to indicate resident access only.

In addition, staff asked the Commission to allow the applicant to work with the arborist and staff to maximize the tree save plan along Willingham Drive and accommodate the proposed sidewalk.

Staff Recommendation

The revised site plan shows a change in the arrangement of the residential buildings, additional townhomes along Willingham Drive, revised driveway layout, and significantly modified commercial building from the previously approved site plan. There remain a few deficiencies:

- The closest distance between townhomes must be shown on the plans for units 17 and 18.
- The wall/fence plans along South Central Avenue must be shown and approved by the Design Review Committee.
- The Tree Conservation Plan must adhere to the Tree Conservation Ordinance. Trees in the right of way do not qualify as part of the tree save count.

Public Comment: None.

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to approve the site plan for the property located at Willingham Drive at Colville Avenue subject to the deficiencies outlined in the staff report. In addition, the location of the sidewalk must adhere to staff approval. Motion Carried: 6-0.

5. New Business

5.1. Sign Ordinance

Text Amendment

Background:

Consideration of a text amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 3.3 (Signs and Murals) for the purpose of updating the Sign Ordinance.

Chairman Wismer inquired regarding the restriction of balloons and festoons as it relates to helium balloons and string lights. Dr. Patterson stated the intent is not to prohibit helium balloons or decorative string lights.

**MOTION ITEM: Cliff Thomas made a motion, Lucy Dolan seconded to recommend approval of the sign ordinance text amendment to the Mayor and Council.
Motion Carried 6-0.**

6. Next Meeting Date – Thursday, June 25, 2020 at 6 p.m.

Staff requested a called Planning Commission meeting to review the final plat for The Landings at Virginia Park located at Elkins Street and Orchard Street. The called meeting will be held on Thursday, June 25, 2020 at 6 p.m.

5. Adjourn

MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to adjourn the meeting at 7:16 p.m. Motion Carried: 6-0.

Respectfully submitted by,

Brian Wismer, Chairman

Adrienne Senter, Secretary



CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

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

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

In Re: Ad # 0000 4769070

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent for the ALM, LLC publishers of the Daily Report, the official legal organ of Fulton County, published in Atlanta, Georgia, in said county and state, and that the publication, of which is annexed is true copy, was published in said newspaper as provided by law on the following dates: 07/06/20, _____, _____, _____

Alexia Seal
Agent of the Daily Report

Sworn to and subscribed before me this
16th day of July, ~~2019~~ 2020

K. Mosley
Signature, Notary Public
K. Mosley



My Commission Expires Apr. 22, 2022
Location: Fulton County, Georgia

NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, July 21, 2020 at 6:00 p.m.** at the City of Hapeville Hoyt Smith Center located at 3444 North Fulton Avenue, Hapeville, Georgia 30354. All attendees will be required to wear a face covering and practice social distancing in accordance with the requirements set forth by state law and public health regulations. The meeting will also 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://us02web.zoom.us/j/89494020525> , or by dialing 1-888-788-0099 (Toll Free), Webinar ID: 894 9402 0525 to consider the following:

Consideration of an amendment to the Code of Ordinances, City of Hapeville, Georgia Chapter 93 (Zoning), Article 3.3 (Signs and Murals), Section 9.-3.3-1 (Statement of purpose and intent) through and including Section 93-3.3-25 (Substitution) to create Chapter 93 (Zoning), Article 3.3 (Signs and Murals), Division 1 (Signs), Section 93-3.3-26 (Penalties) to amend Chapter 93 (Zoning), Article 28 (A-D Zone (Arts District Overlay)), Section 93-28-13 (Signs) for the purpose of updating the City's sign ordinance.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at cepps@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on July 20, 2020. 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 as well as shared on the screen during the meeting. Citizens may not make comments on public hearing agenda items via livestream or video conference.

Questions on the Agenda or General Public Comments: Members of the public wishing to ask a question or make a public comment during the video meeting/conference shall contact the City Clerk prior to the start of the meeting by sending an email to cepps@hapeville.org or calling 404-766-3004. Those unable to attend the meeting and wishing to ask a question or make a public comment must let the City Clerk know their name, address, and the question or comment. All questions and comments received by the City Clerk by 5:00 p.m. on July 20, 2020, will be read into the record as well as shared on the screen during the meeting.
#0000476906:7/06-1AS



July 17, 2020

Mr. Randy Brewer
Finance Director
City of Hapeville
3468 N Fulton Ave
Hapeville, GA 30354

RE: Deferral Modification for **DW2018015**

Dear Mr. Brewer:

Enclosed are the modification documents regarding the **DW2018015** loan agreement with the Georgia Environmental Finance Authority (GEFA) and the **City of Hapeville**. GEFA is pleased to provide you the following enclosed materials:

- 1) Two originals of the Modification of Promissory Note;
 - a. Exhibit A – Resolution of Governing Body
 - b. Exhibit B – Opinion of Borrower's Counsel

In order to execute these modification documents in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE

Enclosed are two original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return **TWO** modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

EXHIBIT A – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

EXHIBIT B – OPINION OF BORROWER'S COUNSEL

Exhibit B is a letter that must be prepared by your local government's attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 4 of the modification, the borrower's counsel must also sign where indicated that the modification is "Approved as to form."

When all documents have been completed, please return them to GEFA. Please call 404-584-1000 if we can be of further assistance to you.

Sincerely,

A handwritten signature in black ink that reads "Kevin Clark". The signature is written in a cursive, slightly slanted style.

Kevin Clark

Enclosures

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF HAPEVILLE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

MODIFICATION OF PROMISSORY NOTE

MODIFICATION OF PROMISSORY NOTE

THIS MODIFICATION OF PROMISSORY NOTE (this “**Modification**”) is made as of **JULY 1, 2020**, by and between **CITY OF HAPEVILLE** a Georgia public body corporate and politic (the “**Borrower**”), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”).

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **DW2018015**, as amended prior to the date hereof (as so amended, the “**Loan Agreement**”; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender’s assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower’s obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **DW2018015**, as amended prior to the date hereof (as so amended, the “**Note**”).

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the “**Interest-Free Period**”) and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the “**Payment-Free Period**”).

Monthly payments of principal of and interest on this Note shall re-commence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

CITY OF HAPEVILLE

Signature: _____

Print Name: _____

Title: _____

Approved as to Form:

(SEAL)



Attest Signature: _____

Borrower's Attorney

Name: _____

Title: _____



Please Note:
*Attester must be
the same as
attester on
Resolution*

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF HAPEVILLE
Loan Number: DW2018015

Date

At a duly called meeting of the governing body of the Borrower identified above (the "**Borrower**") held on the _____ day of _____ 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$1,535,000.00** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **DW2018015** (the "**Loan Agreement**"), between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **DW2018015** (the "**Note**"), of the Borrower; and

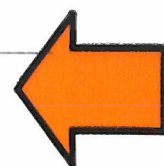
WHEREAS, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "**Modification**") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Name of Person to Execute Documents)

(Title)



(Name of Person to Attest Documents)

(Title)

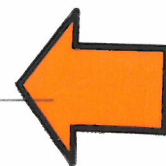
The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____, 2020.

Secretary/Clerk

(SEAL)

Date + Seal



OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

_____, 2020

Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **DW2018015** (the "**Loan Agreement**"), between **CITY OF HAPEVILLE** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **DW2018015** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

[Attorney Name]



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-260164-44013.581SM

Issued: 07/01/2020



Quote Expiration: 08/15/2220

Account Number: 180126

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Shawn Montagna

Phone:

Email: smontagna@axon.com

Fax:

PRIMARY CONTACT

Kemel Ozee

Phone: (404) 768-7171

Email: kozee@hapeville.org

SHIP TO

Kemel Ozee
Hapeville Police Dept. - GA
700 Doug Davis Dr.
Hapeville, GA 30354
US

BILL TO

Hapeville Police Dept. - GA
700 Doug Davis Dr.
Hapeville, GA 30354
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	30	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	30	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	120	0.00	0.00	0.00
Hardware						
74210	AXON BODY 3 - 8 BAY DOCK		4	1,495.00	1,420.25	5,681.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		4	43.90	43.90	175.60
73202	AXON BODY 3 - NA10		30	699.00	664.05	19,921.50
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		33	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		30	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		30	249.00	249.00	7,470.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		60	0.00	0.00	0.00
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	4	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	30	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		4	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	2,750.00	2,750.00
					Subtotal	68,038.10
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	68,038.10

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		1	699.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	1	336.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
					Subtotal	32,040.00
					Estimated Tax	0.00
					Total	32,040.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
73309	AXON BODY CAMERA REFRESH ONE		30	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		4	0.00	0.00	0.00
73309	AXON BODY CAMERA REFRESH ONE		1	0.00	0.00	0.00
Subtotal						32,040.00
Estimated Tax						0.00
Total						32,040.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
Subtotal						32,040.00
Estimated Tax						0.00
Total						32,040.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
73310	AXON BODY CAMERA REFRESH TWO		30	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		4	0.00	0.00	0.00
73310	AXON BODY CAMERA REFRESH TWO		1	0.00	0.00	0.00
Subtotal						32,040.00
Estimated Tax						0.00
Total						32,040.00

Grand Total	196,198.10
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Discounts (USD)

Quote Expiration: 08/15/2220

List Amount	198,580.60
Discounts	2,382.50
Total	196,198.10

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	68,038.10
Spares	0.00
Year 2	32,040.00
Year 3	32,040.00
Year 4	32,040.00
Year 5	32,040.00
Grand Total	196,198.10

Notes

NASPO Contract No. OK-MA-145-015 used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Shawn Montagna at smontagna@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

June 29, 2020

City of Hapeville
3747 North Fulton Avenue
Hapeville, GA 30354

Re: 2020 Citywide Resurfacing Project
Our Reference No. 200110

Dear Honorable Mayor and Council:

We have reviewed the bids received at Hapeville Community Services Building, at 2:00 p.m., local time on June 16, 2020 for construction of the referenced project. Three (3) bids were received. The following is a summary of the three (3) low bids.

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Mullins Brothers Paving Contractors, Inc. 1692 Empire Avenue East Point, GA, 30344	\$ 89,807.50
2.	East Coast Grading, Inc. PO Box 579 Rutledge, GA 30663	\$ 95,166.85
3.	ShepCo Paving, Inc. 4080 McGinnis Ferry Road Alpharetta, GA 30005	\$ 135,308.73

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

Each bidder submitted a bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/19). Mullins Brothers Paving Contractors, Inc. submitted bid bonds in the amount of 5%. The low bid of \$89,807.50 is within the funds allocated for the project.

The low bidder, Mullins Brothers Paving Contractors, Inc., appears to have met all of the required qualifications. Keck & Wood, Inc. has worked with Mullins Brothers Paving Contractors, Inc. on projects containing similar work and considers Mullins Brothers Paving Contractors, Inc. to be capable of performing the activities required to complete construction of this project

Keck & Wood, Inc., therefore, recommends contract award to Mullins Brothers Paving Contractors, Inc. in the amount of \$89,807.50 for construction of the 2020 Citywide Resurfacing Project.

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

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.

Adam Shelton, PE
Assoc. Vice President

Enclosure

BID TABULATION
2020 CITYWIDE RESURFACING PROJECT
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT HAPEVILLE COMMUNITY SERVICES BUILDING
 2:00 P.M., LOCAL TIME, JUNE 16, 2020

				BIDDER NO. 1 Mullins Brothers Paving Contractors, Inc. 1692 Empire Avenue East Point, GA 30344		BIDDER NO. 2 East Coast Grading, Inc. PO Box 579 Rutledge, GA 30663		BIDDER NO. 3 ShepCo Paving, Inc. 4080 McGinnis Ferry Road Alpharetta, GA 30005	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
WHOLE PROJECT									
1	TRAFFIC CONTROL	1	LS	\$2,200.00	\$2,200.00	\$8,400.00	\$8,400.00	\$21,750.00	\$21,750.00
2	MOBILIZATION	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
GEORGIA AVENUE (COLLEGE STREET TO CHESTNUT STREET)									
3	MILL 1.5" ASPHALT CONCRETE	1,850	SY	\$3.00	\$5,550.00	\$2.50	\$4,625.00	\$6.41	\$11,858.50
4	RECYCLED ASPHALT CONCRETE, 9.5 MM SUPERPAVE	153	TN	\$100.00	\$15,300.00	\$98.00	\$14,994.00	\$123.93	\$18,961.29
5	ASPHALT PATCHING, RECYCLED ASPHALT CONCRETE, 19 MM SUPERPAVE	4	TN	\$200.00	\$800.00	\$200.00	\$800.00	\$250.00	\$1,000.00
6	THERMOPLASTIC SOLID WHITE TRAFFIC STRIPING, 8"	250	LF	\$3.00	\$750.00	\$3.17	\$792.50	\$2.59	\$647.50
7	THERMOPLASTIC SOLID WHITE TRAFFIC STRIPING, 24"	24	LF	\$5.00	\$120.00	\$6.90	\$165.60	\$5.75	\$138.00
BAKER DRIVE (SYLVAN ROAD TO SPRINGDALE ROAD)									
8	MILL 1.5" ASPHALT CONCRETE	1,955	SY	\$3.00	\$5,865.00	\$2.50	\$4,887.50	\$6.06	\$11,847.30
9	RECYCLED ASPHALT CONCRETE, 9.5 MM SUPERPAVE	161	TN	\$100.00	\$16,100.00	\$98.00	\$15,778.00	\$122.39	\$19,704.79
10	ASPHALT PATCHING, RECYCLED ASPHALT CONCRETE, 19 MM SUPERPAVE	4	TN	\$200.00	\$800.00	\$200.00	\$800.00	\$250.00	\$1,000.00
11	THERMOPLASTIC SOLID WHITE TRAFFIC STRIPING, 8"	185	LF	\$3.00	\$555.00	\$3.17	\$586.45	\$2.59	\$479.15
12	THERMOPLASTIC SOLID WHITE TRAFFIC STRIPING, 24"	24	LF	\$5.00	\$120.00	\$6.90	\$165.60	\$5.75	\$138.00
STILLWOOD DRIVE (N. CENTRAL AVENUE TO N. AVENUE)									
13	MILL 1.5" ASPHALT CONCRETE	3,150	SY	\$3.00	\$9,450.00	\$2.50	\$7,875.00	\$4.36	\$13,734.00
14	RECYCLED ASPHALT CONCRETE, 9.5 MM SUPERPAVE	260	TN	\$100.00	\$26,000.00	\$98.00	\$25,480.00	\$111.15	\$28,899.00
15	ASPHALT PATCHING, RECYCLED ASPHALT CONCRETE, 19 MM SUPERPAVE	6	TN	\$200.00	\$1,200.00	\$200.00	\$1,200.00	\$250.00	\$1,500.00
16	THERMOPLASTIC SOLID WHITE TRAFFIC STRIPING, 5"	2,250	LF	\$0.75	\$1,687.50	\$1.21	\$2,722.50	\$0.63	\$1,417.50
17	THERMOPLASTIC SOLID WHITE TRAFFIC STRIPING, 8"	230	LF	\$3.00	\$690.00	\$3.17	\$729.10	\$2.59	\$595.70
18	THERMOPLASTIC SOLID WHITE TRAFFIC STRIPING, 24"	24	LF	\$5.00	\$120.00	\$6.90	\$165.60	\$5.75	\$138.00
TOTAL BID AMOUNT				\$89,807.50		\$95,166.85		\$135,308.73	
BID BOND				5%		5%		5%	
NOTE REFERENCE				(1) (2)		(1) (2)		(1) (2)	
LICENSE NUMBER									

NOTES:

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/19).
- (2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.
- (3) BIDDER DID NOT USE PROVIDED BID SECURITY FORM.

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

 KECK & WOOD, INC.

 DATE

Mullins Brothers Paving Contractors, Inc.

1692 Empire Avenue | East Point, Georgia 30344

Phone (404) 761-8007 | Fax (404) 766-7422

mbpaving@bellsouth.net

TO: City of Hapeville

ATTN: Lee Sudduth

EMAIL: lsudduth@hapeville.org

DATE: July 21, 2020

RE: Spring Street Resurfacing

PRO-20-053

Mr. Sudduth,

We propose to clean, adjust manholes, tack and overlay Spring Street with 1.5" asphalt topping between North Fulton and Marina Street at a cost to the City of \$34,484.00.

Please let me know if you want us to do the work and we will do so after your water line replacement is complete.

Sincerely,

Wayne Mullins
President



Estimate 20-190

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC
2108 BENTLEY DRIVE, STONE MOUNTAIN, GA 30087
Tel (770) 413-0093 Ext. 804 / Fax (770) 413-0050
estimating@summitcd.com

PROPOSAL

Project: Hapeville - Water & Sewer Department

Location:

Date: 7/16/2020

To Hapeville - Water & Sewer Department
Address: 3468 North Fulton Avenue. Hapeville GA 30354

Attention: Brandon Stevens

Phone: 404-563-9737 / 404-669-2110

Fax:

Email: bsteven@hapeville.org

Item Number	Item Description	Unit	Quantity	Unit Price	Item Price	Bid Price
1	Water Mains 6" DIP, Pressure Class 350	LF	540	\$ 42.00		\$ 22,680.00
2	¾-Inch Service Connection - Long Side	EA	12	\$ 1,500.00		\$ 18,000.00
3	Valves 6" Gate Valve, MJ x MJ	EA	1	\$ 1,950.00		\$ 1,950.00
4	Ductile Iron Fittings	LS	1	\$ 1,500.00		\$ 1,500.00
5	New Fire Hydrant Assembly - Fire Hydrant by Owner	EA	1	\$ 2,000.00		\$ 2,000.00
6	Connection to Existing Water Main	EA	1	\$ 1,500.00		\$ 1,500.00
8	Demolition and Grading	LS	1	\$ 7,966.00		\$ 7,966.00
9	Gr AGGR BASE CRS, 4"	TN	100	\$ 32.00		\$ 3,200.00
10	4" concrete trench	CY	26	\$ 175.00		\$ 4,620.00
		Total				\$ 63,416.00

Terms and Conditions:

1. Scope of Work. Contractor agrees to furnish all material, labor, installation, insurance, equipment, and tools required for the prompt and efficient execution of the work described herein in a professional and workmanlike manner.

2. Quote Amount. Owner agrees to pay Contractor for the strict performance of his work, the sum as indicated above subject to additions and deductions for changes in the scope of work as may be subsequently agreed upon. Due to current fluctuations in the materials markets, the proposal price is based upon material pricing as of the proposal date. This proposal price is valid for 30 days.

3. Disclaimer:

Due to the constant fluctuation in material costs and fuel, pricing is subject to change. If completion is delayed as a result of major or unforeseen circumstances including but not limited to any strike, lockout, shortage of materials, riot, political or civil disturbance, exceptionally inclement weather, or any variation, act, or omission on the part of the Owner, its representative or any other cause beyond the control of Summit Construction & Development LLC, then the Owner shall not for such reason have any claim against Summit Construction & Development LLC whether for damages or otherwise; The Owner agrees to hold Summit Construction & Development LLC harmless and Summit Construction & Development LLC shall be entitled to a fair and reasonable amount of time for the completion of all works contracted.

4. Payment:

Payment is to be made upon completion of work. There will be a 1.5% finance charge added to unpaid invoices after 30 days of the invoice date and completion and 18% per annum on the unpaid balance. Customer will be responsible for any fees, legal or otherwise, incurred in the process of collections of all past due and unpaid invoices.

Exclusions: (This Proposal does NOT include any of the following items)

1. Permit Fees
2. Testing and Engineering Services
3. Surveying and As Built Plan
4. Excavation, removal and remediation of unsuitable soils encountered
5. Rock excavation, hauling, and/or removal & replacement
6. Permanent Grassing and Landscaping by OTHERS
7. Traffic Control

Approval:

Signed By:

Cristina Segura O.

Estimator

Summit Construction and Development, LLC

Date 07/16/2020

Accepted By:

Owner: _____

Date: _____



GS Construction Inc. | 526 Lyle Cir | Lawrenceville, GA 30046
www.gsconstruction.net
 (678) 377-8028

Proposal for Construction Services

Date of proposal: July 13, 2020

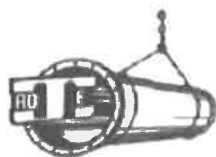
Location: 628 Spring Street (City of Hapeville)

Item #	Description	Unit	Qty	Price	Total
1	6" Water Main DIPW-1	LF	537	\$ 57.00	\$30,609.00
29	6" GVW-1 Gate valve and box	EACH	1	\$ 1,200.00	\$ 1,200.00
53	Tapping sleeve and Valve connection (TSVW) 6"x6"	EACH	1	\$ 3,500.00	\$ 3,500.00
37	Fire hydrant (hydrant not included)	EACH	1	\$ 2,200.00	\$ 2,200.00
40	Copper service tubing system, 3/4"-1.25"	EACH	270	\$ 35.00	\$ 9,450.00
151	Pavement patch (asphalt not included)	LF	537	\$ 44.00	\$23,628.00
52	Water service changeover ¾"-2"	EACH	12	\$ 1,200.00	\$14,400.00

TOTAL

\$84,987.00

Spring Street Water Main Improvements



RDJE, Inc.

679 Hwy 29 South, Suite A

Newnan, GA 30263

Contact: Joe Webb

Phone: 678-633-2632

Fax:

Quote To: Brandon Stevens
Hapeville W & S Department

Job Name:

Date of Plans:

Revision Date:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" DIP Water Main	540.00	LF	94.00	50,760.00
2	6" x 6" Tapping Sleeve & Valve	1.00	EA	6,100.00	6,100.00
3	Water Service Reconnection	12.00	EA	1,550.00	18,600.00
4	Fire Hydrant Assembly (L& E Only)	1.00	EA	1,000.00	1,000.00
5	Saw Cut & Remove Asphalt Pavement	180.00	SY	25.00	4,500.00
6	4" of GAB & 4" Concrete Trench Cap	180.00	SY	80.00	14,400.00
7	Abandon Ex 2" Water Main Inplace	1.00	LS	2,200.00	2,200.00
8	Pressure Testing & Chlorination	1.00	LS	900.00	900.00
GRAND TOTAL					\$98,460.00

NOTES:

Standard Terms & Conditions for RDJE Quotes:

- + No Engineering included.
- + No Tap fees, Permits, or Impact fees included.
- + Trench rock excavation/blasting not included.
- + Removal of Unsuitable Materials not included.
- + Removal of Hazardous Materials not included.
- + Additional Stone Bedding, if required, will be added at \$30.00 per ton.
- + All permits and easements shall be obtained by others.
- + This quote is based upon one mobilization and the continuous uninterrupted progress for each utility. Should work be interrupted by the actions or inactions of others, additional costs for delays will be invoiced at the Crew Cost rate given below.
- + This quote is based upon Crew Cost of \$4000.00 per day. Any work outside the scope of work listed on the attached estimate sheets will be performed at this rate for the crew cost plus a time extension for the number of days required for the additional work.
- + All work performed under this agreement and any additions, deletions, or repairs of damages shall be performed by RDJE for the addressee only. No third-party negotiations, payables, or receivables will be accepted by RDJE.
- + This quote is based upon knowledge of conditions existing at the time of the estimate.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<u>Contract No. 1</u>					
Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
1	Contract Bonds and Insurance	LS	1	41,000.00	41,000.00
2	6" Water Main DIPW-1	LF	5	69.82	349.10
3	8" Water Main DIPW-1	LF	5	73.22	366.10
4	10" Water Main DIPW-1	LF	5	78.15	390.75
5	12" Water Main DIPW-1	LF	5	87.51	437.55
6	16" Water Main DIPW-1	LF	5	112.45	562.25
7	18" Water Main DIPW-1	LF	5	124.59	622.95
8	8" Water Main DIPW-2	LF	5	156.21	781.05
9	10" Water Main DIPW-2	LF	5	275.36	1376.80
10	12" Water Main DIPW-2	LF	5	343.45	1717.25
11	2" Water Main PVC PW-1	LF	5	38.04	190.20
12	4" Water Main PVC PW-1	LF	5	39.56	197.80
13	6" Water Main PVC PW-2	LF	5	44.97	224.85
14	8" Water Main PVC PW-2	LF	5	50.68	253.40
15	10" Water Main PVC PW-2	LF	5	57.37	286.85
16	12" Water Main PVC PW-2	LF	5	65.58	327.90
17	8" HDPE-1 Water Main by HDD	LF	5	227.27	1136.35
18	10" HDPE-1 Water Main by HDD	LF	5	397.73	1988.65
19	12" HDPE-1 Water Main by HDD	LF	5	511.06	2556.80
20	16" HDPE-1 Water Main by HDD	LF	5	738.64	3693.20
21	18" HDPE-1 Water Main by HDD	LF	5	909.09	4545.45
22	Water Main Pipe Fittings	TN	1	15951.29	15951.29
23	Repair leak in 2" - <6" Water Main	EA	1	1405.27	1405.27
24	Repair leak in 6"-10" Water Main	EA	1	1494.62	1494.62
25	Repair leak in 12" Water Main	EA	1	1543.26	1543.26
26	Repair leak in 16" Water Main	EA	1	1968.83	1968.83
27	Repair leak in 18" Water Main	EA	1	2588.94	2588.94
28	Curb Stop and Curb Box, 3/4"-2"	EA	1	1376.26	1376.26
29	6" GVW-1 Gate Valve and Box	EA	1	1546.50	1546.50
30	8" GVW-1 Gate Valve and Box	EA	1	1975.71	1975.71
31	10" GVW-1 Gate Valve and Box	EA	1	21609.20	21609.20
32	12" GVW-1 Gate Valve and Box	EA	1	3272.38	3272.38
33	16" BFV-1 Butterfly Valve and Box	EA	1	4377.65	4377.65
34	18" BFV-1 Butterfly Valve and Box	EA	1	6194.13	6194.13
35	Removal of ex. Fire Hydrants	EA	1	1295.32	1295.32
36	Relocation and Reconnection of ex. Fire Hydrants	EA	1	2589.55	2589.55
37	Fire Hydrants	EA	1	4923.49	4923.49
38	Adjusting existing Fire Hydrants	VF	1	1169.56	1169.56
39	Service tubing system, 3/4"-1.25"	LF	5	47.99	239.95
40	Service tubing system, 1.50"-2"	LF	5	48.90	244.50
41	Copper service tubing system, 3/4"-1.25"	LF	5	65.01	325.05

ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
 SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/01/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
42	Copper service tubing system, 1.50"-2"	LF	5	73.52	367.60
43	Service tubing under roadway	LF	5	119.85	599.25
44	Repair leak in service line 3/4"-2.0"	EA	1	718.02	718.02
45	Service connection in 6" thru 10" water mains	EA	1	604.13	604.13
46	Service connection in 12" thru 18" water mains	EA	1	684.37	684.37
47	Service saddle repair or replacement in 6" thru 10" water mains	EA	1	584.96	584.96
48	Service saddle repair or replacement in 12" thru 18" water mains	EA	1	665.22	665.22
49	Water meters installation - up to 1"	EA	1	694.23	694.23
50	Water meters installation - >1" to 2"	EA	1	694.23	694.23
51	Water meter relocation 3/4" thru 2"	EA	1	787.72	787.72
52	Water service changeover 3/4" thru 2"	EA	1	877.74	877.74
53	Tapping sleeve and Valve connection (TSVW) 6" x 6"	EA	1	4116.38	4116.38
54	Tapping sleeve and Valve connection (TSVW) 8" x 6" to 8" (side outlet)	EA	1	4296.33	4296.33
55	Tapping sleeve and Valve connection (TSVW) 10" x 6" to 10" (side outlet)	EA	1	5500.08	5500.08
56	Tapping sleeve and Valve connection (TSVW) 12" x 6" thru 12" (side outlet)	EA	1	5500.08	5500.08
57	Connection to existing water main less than 6" (Wet cut in)	EA	1	4296.33	4296.33
58	Connection to existing water main 6"-8" (Wet cut in)	EA	1	5500.08	5500.08
59	Connection to existing water main 10"-16" (Wet cut in)	EA	1	5500.08	5500.08
60	12" Steel Casing Pipe Tunnel Liner	LF	5	227.27	1136.35
61	16" Steel Casing Pipe Tunnel Liner	LF	5	284.09	1420.45
62	18" Steel Casing Pipe Tunnel Liner	LF	5	340.91	1704.55
63	20" Steel Casing Pipe Tunnel Liner	LF	5	397.73	1988.65
64	Line plugging device less than 6"	EA	1	406.81	406.81
65	Line plugging device 6"-8"	EA	1	504.08	504.08
66	Line plugging device 10"-12"	EA	1	759.42	759.42
67	4"-8" Existing Water Mains to be Removed	LF	5	109.62	548.10
68	DIP to HDPE Transition 4"	EA	1	594.52	594.52
69	DIP to HDPE Transition 6"-8"	EA	1	706.38	706.38
70	DIP to HDPE Transition 10"-12"	EA	1	876.61	876.61
71	DIP to HDPE Transition 16"	EA	1	1563.61	1563.61
72	Concrete Blocking - Thurst Restraint on Existing Components	CY	1	394.49	394.49
73	8" DIPS Sewer, 0' to 10' Depth	LF	5	63.75	318.75
74	8" DIPS Sewer, >14' to 18' Depth	LF	5	100.85	504.25

ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA

07/01/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
75	8" DIPS Sewer, >10' to 14' Depth	LF	5	76.19	380.95
76	8" DIPS Sewer, >14' to 18' Depth	LF	5	100.85	504.25
77	10" DIPS Sewer, 0' to 10' Depth	LF	5	68.92	344.60
78	10" DIPS Sewer, >10' to 14' Depth	LF	5	81.36	406.80
79	10" DIPS Sewer, >14' to 18' Depth	LF	5	155.91	779.55
80	10" DIPS Sewer, >18' to 22' Depth	LF	5	187.20	936.00
81	12" DIPS Sewer, 0' to 10' Depth	LF	5	88.11	440.55
82	12" DIPS Sewer, >10' to 14' Depth	LF	5	103.09	515.45
83	12" DIPS Sewer, >14' to 18' Depth	LF	5	165.64	828.20
84	12" DIPS Sewer, >18' to 22' Depth	LF	5	196.92	984.60
85	18" DIPS Sewer, 0' to 10' Depth	LF	5	141.19	705.95
86	18" DIPS Sewer, >10' to 14' Depth	LF	5	157.14	785.70
87	18" DIPS Sewer, >14' to 18' Depth	LF	5	203.33	1016.65
88	18" DIPS Sewer, >18' to 22' Depth	LF	5	234.62	1173.10
89	24" DIPS Sewer, 0' to 10' Depth	LF	5	184.96	924.80
90	24" DIPS Sewer, >10' to 14' Depth	LF	5	200.92	1004.60
91	24" DIPS Sewer, >14' to 18' Depth	LF	5	226.19	1130.95
92	24" DIPS Sewer, >18' to 22' Depth	LF	5	278.39	1391.95
93	8" PVCS Sewer, 0' to 10' Depth	LF	5	44.00	220.00
94	8" PVCS Sewer, >10' to 14' Depth	LF	5	56.44	282.20
95	10" PVCS Sewer, 0' to 10' Depth	LF	5	47.64	238.20
96	10" PVCS Sewer, >10' to 14' Depth	LF	5	60.08	300.40
97	12" PVCS Sewer, 0' to 10' Depth	LF	5	52.20	261.00
98	12" PVCS Sewer, >10' to 14' Depth	LF	5	64.64	323.20
99	4" PVCFM Force Main	LF	5	52.20	261.00
100	6" PVCFM Force Main	LF	5	64.64	323.20
101	4" DIPFM Force Main	LF	5	51.41	257.05
102	6" DIPFM Force Main	LF	5	64.06	320.30
103	4" PEFM Force Main by HDD	LF	5	227.27	1136.35
104	6" PEFM Force Main by HDD	LF	5	340.91	1704.55
105	8" to 10" Transition Collar	EA	1	893.51	893.51
106	12" to 16" Transition Collar	EA	1	1655.88	1655.88
107	4" DIPS Sewer Service Line	LF	5	76.50	382.50
108	6" DIPS Sewer Service Line	LF	5	76.50	382.50
109	DIPS Sewer Service Cleanout	EA	1	1370.18	1370.18
110	8" to 10" Sewer Service Wye or Tee	EA	1	1872.88	1872.88
111	12" to 18" Sewer Service Wye or Tee	EA	1	5110.40	5110.40
112	CCTV Inspection and Video Record 4" to 12" Dia. Sewer	LF	5	170.45	852.25
113	CCTV Inspection and Video Record 14" to 24" Dia. Sewer	LF	5	198.86	994.30
114	Light Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	113.64	568.20
115	Light Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	227.27	1136.35
116	Heavy Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	227.27	1136.35

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ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
 SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/01/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
117	Heavy Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	340.91	1704.55
118	Root Cutting sewer Cleaning 4" to 12" Dia. Sewer	LF	5	227.27	1136.35
119	Root Cutting Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	340.91	1704.55
120	4 Ft Dia. Precast Manhole	EA	1	3522.73	3522.73
121	4 Ft Precast Manhole Riser	VF	5	170.45	852.25
122	5 Ft Dia. Precast Manhole	EA	1	4090.91	4090.91
123	5 Ft Precast Manhole Riser	VF	5	170.45	852.25
124	Standard Manhole Frame and Cover	EA	1	668.75	668.75
125	Watertight, Bolt Down Manhole Frame & Cover	EA	1	881.53	881.53
126	5' to 4' Precast Manhole Riser Transition	EA	1	1781.69	1781.69
127	Manhole Drop Connection	EA	1	4959.24	4959.24
128	Manhole Stub Out	EA	1	1239.29	1239.29
129	Manhole Over Existing Sewer - Extra	EA	1	5787.01	5787.01
130	Manhole Protective Coating	EA	1	2272.73	2272.73
131	Connect to Existing Manhole	EA	1	743.99	743.99
132	Deep Manhole Safety Platform	EA	1	8472.35	8472.35
133	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Pavement	EA	1	1418.47	1418.47
134	Adjust Manhole Frame/Cover to Grade - Structure	EA	1	1620.55	1620.55
135	Plug Existing Sewer	EA	1	1860.00	1860.00
136	Remove or Abandon Existing Sewer Structure	EA	1	2979.72	2979.72
137	Plug Existing Sewer	EA	1	1860.00	1860.00
138	Plug Existing Force Main	EA	1	1860.00	1860.00
139	Sewage Bypass Pumping Mobilization/Demobilization	EA	1	454.55	454.55
140	Seage Bypass Pumping - Additional Suction/Discharge Hose	EA	5	56.82	284.10
141	4 INch Pump Bypass Operation	DAY	1	871.05	871.05
142	6 Inch Pump Bypass Operation	DAY	1	899.46	899.46
143	8 Inche Pump Bypass Operation	DAY	1	1013.10	1013.10
144	Concrete Support Piers	CY	1	454.55	454.55
145	Pip Tracer Wire	LF	5	2.23	11.15
146	Exploratory Excavation	HR	1	372.01	372.01
147	Temporary Traffic Control	LF	5	336.02	1680.10
148	Temporary Traffic Control Detour	DAY	1	1931.82	1931.82
149	Stabilization Stone	CY	5	68.14	340.70
150	Rock Excavation	CY	5	186.11	930.55
151	Pavement Patch Type 1	LF	5	57.95	289.75
152	Pavement Patch Type 2	LF	5	63.64	318.20
153	Sidewalk Removal and Restoration	SY	5	125.00	625.00

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ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/01/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
154	Curb and Gutter Removal and Restoration	LF	5	28.41	142.05
155	Curb Removal and Restoration	LF	5	28.41	142.05
156	Temporary Construction exit	EA	1	1875.00	1875.00
157	Temporary Stone Check Dam	EA	1	1022.73	1022.73
158	Temporary Hay Bale Check Dam	EA	1	568.18	568.18
159	Temporary Silt Fence - Sensitive	LF	5	5.68	28.40
160	Temporary Silt Fence - Non Sensitive	LF	5	5.11	25.55
161	Rip Rap Stabilization	SY	5	64.77	323.85
162	Erosion and Sedimentation Control	LF	5	23.86	119.30
163	Earth Fill	CY	5	32.21	161.05
164	Geotechnical Compaction Testing	EA	1	880.48	880.48
Total of All Contract No. 1 Unit Price Bid Items					280,056.00

Contract No.2

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
1	Contract Bonds and Insurance	LS	1	17000.00	17000.00
2	12" DIPS Storm Sewer	LF	20	44.62	892.40
3	16" DIPS Storm Sewer	LF	20	50.59	1011.80
4	Storm Drain Pipe, 15 inch CMP	LF	20	48.21	964.20
5	Storm Drain Pipe, 18 inch CMP	LF	20	48.21	964.20
6	Storm Drain Pipe, 21 inch CMP	LF	20	52.98	1059.60
7	Storm Drain Pipe, 24 inch CMP	LF	20	52.98	1059.60
8	Storm Drain Pipe, 30 inch CMP	LF	20	76.47	1529.40
9	Storm Drain Pipe, 15 inch RCP	LF	20	48.21	964.20
10	Storm Drain Pipe, 18 inch RCP	LF	20	48.21	964.20
11	Storm Drain Pipe, 21 inch RCP	LF	20	52.98	1059.60
12	Storm Drain Pipe, 24 inch RCP	LF	20	52.98	1059.60
13	Storm Drain Pipe, 30 inch RCP	LF	20	76.47	1529.40
14	18" HDPE Storm Sewer by Pipe Bursting	LF	20	167.41	3348.20
15	20" HDPE Storm Sewer by Pipe Bursting	LF	20	223.21	4464.20
16	24" HDPE Storm Sewer by Pipe Bursting	LF	20	279.02	5580.40
17	CCTV Inspection and Video Record 4" to 12" Dia. Storm Sewer	LF	20	167.41	3348.20
18	CCTV Inspection and Video Record 14" to 24" Dia. Storm Sewer	LF	20	195.31	3906.20
19	4 Ft Dia. Precast Manhole	LF	2	3248.34	6496.68
20	4 Ft Precast Manhole Riser	VF	10	167.41	1674.10
21	5 Ft Dia. Precast Manhole	EA	2	3730.40	7460.80

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ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
 SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/01/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
22	5 Ft Precast Manhole Riser	VF	10	223.21	2232.10
23	Standard Manhole Frame and Cover	EA	2	656.81	1313.62
24	Watertight, Bolt Down Manhole Frame & Cover	EA	2	835.94	1671.88
25	5' to 4' Precast Manhole Riser Transition	EA	2	1683.36	3366.72
26	Manhole Drop Connection	EA	2	4871.75	9743.50
27	Manhole Stub Out	EA	2	3653.53	7307.06
28	Manhole Over Existing Sewer - Extra	EA	2	5683.67	11367.34
29	Manhole Protective Coating	EA	2	2232.15	4464.30
30	Connect to Existing Manhole	EA	2	608.58	1217.16
31	Adjust Manhole Fram/Cover to Grade - 1 VF or Less, Non-Pavement	EA	2	913.40	1826.80
32	Adjust Manhole Frame/Cover to Grade, Pavement - Over 1 VF	EA	2	2922.83	5845.66
33	Adjust Manhole Frame/Cover to Grade - Over 1 VF	EA	2	1826.77	3653.54
34	Remove or Abandon Existing Storm Sewer Structure	EA	2	2049.99	4099.98
35	Plug Existing Storm Sewer	EA	2	1809.04	3618.08
36	Drop Inlet	EA	2	4095.75	8191.50
37	Drop Inlet additional Depth	VF	10	167.41	1674.10
38	Catch Basin	EA	2	3606.60	7213.20
39	Catch Basin Additional Depth	VF	10	167.41	1674.10
40	Junction Box	EA	2	3248.34	6496.68
41	Concrete Headwall	EA	2	5022.30	10044.60
42	Concrete Support Piers	CY	5	433.87	2169.35
43	Pip Tracer Wire	LF	20	2.21	44.20
44	Exploratory Excavation	HR	1	365.37	365.37
45	Temporary Traffic Control	LF	20	82.51	1650.20
46	Temporary Traffic Control Detour	DAY	1	1897.32	1897.32
47	Stabilization Stone	CY	5	65.75	328.75
48	Rock Excavation	CY	5	174.38	871.90
49	Pavement Patch Type 1	LF	20	55.80	1116.00
50	Pavement Patch Type 2	LF	20	61.38	1227.60
51	Sidewalk Removal and Restoration	SY	5	121.54	607.70
52	Curb and Gutter Removal and Restoration	LF	20	27.53	550.60
53	Curb Removal and Restoration	LF	20	27.53	550.60
54	Temporary Construction Exit	EA	1	1841.52	1841.52
55	Temporary Stone Check Dam	EA	1	1004.46	1004.46
56	Temporary Hay Bale Check Dam	EA	1	558.04	558.04
57	Temporary Silt Fence - Sensitive	LF	20	5.58	111.60
58	Temporary Silt Fence - Non Sensitive	LF	20	5.02	100.40
59	Rip Rap Stabilization	SY	5	63.85	319.25

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
60	Erosion and Sedimentation Control	LF	20	22.32	446.40
61	Earth Fill	CY	5	31.30	156.50
62	Geotechnical Compaction Testing	EA	1	837.05	837.05
Total of All Contract No. 2 Unit Price Bid Items					180,383.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Time of Completion

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Contractor's License No. or GDOT Prequalification No.
- C. Required Bidder Qualification Statement with supporting data; and
- D. Affidavits of Non-Collusion and O.C.G.A. 13-10-91(b)(1) federal work authorization program.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Items No. 1 through 62

Item No.	Description	Unit	Est. Qty	HR Price	Price
1	Field Superintendent	HR	1	84.41	84.41
2	Equipment Operator	HR	1	52.08	52.08
3	Laborer	HR	1	36.83	36.83
4	Pipe Fitter	HR	1	47.48	47.48
5	Traffic Flagger	HR	1	48.49	48.49
	Cost Plus Description				Cost Plus %
6	Parts, Supplies and Materials	%	1	N.A.	10
7	Rental Equipment	%	1	N.A.	10
8	Company Owned Equipment	%	1	N.A.	10
9	Subcontractors	%	1	N.A.	10

Only Total of Unit Price Bid Prices will be used in determination of the low bid amount.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

Bidder: (indicate correct name of bidding entity)

Helix Group inc.

By:

Signature

Coleen Phillips

Printed Name

Coleen Phillips

Title

CEO

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign)

Submittal Date:

07/29/2020

Address for giving notices:

1375 Oakley Ind Blvd

Fairburn GA 30213

Telephone Number:

470 491 4500

Fax Number:

470 491 4514

Contact Name and e-mail address:

Brooke Muzik

admin@helixgroupinc.com

Bidder's License No. or

Prequalification No.:

GCC0006476

(where applicable)

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Contract No. 1 - Construction & Maintenance Water Lines and Sanitary Sewers Unit Price Bid Items

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
1	Contract Bonds and Insurance	LS	1	\$3,900.00	\$3,900.00
2	6" Water Main DIPW-1	LF	5	\$61.00	\$305.00
3	8"Water Main DIPW-1	LF	5	\$77.00	\$385.00
4	10"Water Main DIPW-1	LF	5	\$83.00	\$415.00
5	12"Water Main DIPW-1	LF	5	\$90.00	\$450.00
6	16"Water Main DIPW-1	LF	5	\$132.00	\$660.00
7	18"Water Main DIPW-1	LF	5	\$154.00	\$770.00
8	8"Water Main DIPW-2	LF	5	\$72.00	\$360.00
9	10"Water Main DIPW-2	LF	5	\$83.00	\$415.00
10	12"Water Main DIPW-2	LF	5	\$105.00	\$525.00
11	2" Water Main PVC PW-1	LF	5	\$39.00	\$195.00
12	4" Water Main PVC PW-1	LF	5	\$39.00	\$195.00
13	6" Water Main PVC PW-2	LF	5	\$44.00	\$220.00
14	8" Water Main PVC PW-2	LF	5	\$50.00	\$250.00
15	10" Water Main PVC PW-2	LF	5	\$61.00	\$305.00
16	12" Water Main PVC PW-2	LF	5	\$72.00	\$360.00
17	8" HDPE-1 Water Main by HDD	LF	5	\$220.00	\$1,100.00
18	10" HDPE-1 Water Main by HDD	LF	5	\$275.00	\$1,375.00
19	12" HDPE-1 Water Main by HDD	LF	5	\$440.00	\$2,200.00
20	16" HDPE-1 Water Main by HDD	LF	5	\$440.00	\$2,200.00
21	18" HDPE-1 Water Main by HDD	LF	5	\$330.00	\$1,650.00
22	Water Main Pipe Fittings	TN	1	\$8,800.00	\$8,800.00
23	Repair leak in 2" - <6" Water Main	EA	1	\$2,750.00	\$2,750.00
24	Repair leak in 6"-10" Water Main	EA	1	\$3,850.00	\$3,850.00
25	Repair leak in 12" Water Main	EA	1	\$4,400.00	\$4,400.00
26	Repair leak in 16" Water Main	EA	1	\$6,600.00	\$6,600.00
27	Repair leak in 18" Water Main	EA	1	\$8,800.00	\$8,800.00
28	Curb Stop and Curb Box, 3/4"-2"	EA	1	\$220.00	\$220.00
29	6" GWW-1 Gate Valve and Box	EA	1	\$990.00	\$990.00
30	8" GWW-1 Gate Valve and Box	EA	1	\$1,320.00	\$1,320.00
31	10" GWW-1 Gate Valve and Box	EA	1	\$1,760.00	\$1,760.00
32	12" GWW-1 Gate Valve and Box	EA	1	\$2,420.00	\$2,420.00
33	16" BFV-1 Butterfly Valve and Box	EA	1	\$8,250.00	\$8,250.00
34	18" BFV-1 Butterfly Valve and Box	EA	1	\$9,900.00	\$9,900.00
35	Removal of ex. Fire Hydrants	EA	1	\$275.00	\$275.00
36	Relocation and Reconnection of ex. Fire Hydrants	EA	1	\$6,050.00	\$6,050.00
37	Fire Hydrants	EA	1	\$5,060.00	\$5,060.00
38	Adjusting existing Fire Hydrants	VF	1	\$275.00	\$275.00

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
39	Service tubing system, 3/4"-1.25"	LF	5	\$22.00	\$110.00
40	Service tubing system, 1.50"-2"	LF	5	\$22.00	\$110.00
41	Copper service tubing system, 3/4"-1.25"	LF	5	\$39.00	\$195.00
42	Copper service tubing system, 1.50"-2"	LF	5	\$39.00	\$195.00
43	Service tubing under roadway	LF	5	\$39.00	\$195.00
44	Repair leak in service line 3/4"-2.0"	EA	1	\$1,650.00	\$1,650.00
45	Service connection in 6" thru 10" water mains	EA	1	\$1,100.00	\$1,100.00
46	Service connection in 12" thru 18" water mains	EA	1	\$2,750.00	\$2,750.00
47	Service saddle repair or replacement in 6" thru 10" water mains	EA	1	\$1,100.00	\$1,100.00
48	Service saddle repair or replacement in 12" thru 18" water mains	EA	1	\$1,320.00	\$1,320.00
49	Water meters installation - up to 1"	EA	1	\$550.00	\$550.00
50	Water meters installation - >1" to 2"	EA	1	\$1,100.00	\$1,100.00
51	Water meter relocation 3/4" thru 2"	EA	1	\$3,850.00	\$3,850.00
52	Water service changeover 3/4" thru 2"	EA	1	\$1,650.00	\$1,650.00
53	Tapping sleeve and Valve connection (TSVW) 6" x 6"	EA	1	\$3,960.00	\$3,960.00
54	Tapping sleeve and Valve connection (TSVW) 8" x 6" to 8" (side outlet)	EA	1	\$2,970.00	\$2,970.00
55	Tapping sleeve and Valve connection (TSVW) 10" x 6" to 10" (side outlet)	EA	1	\$3,300.00	\$3,300.00
56	Tapping sleeve and Valve connection (TSVW) 12" x 6" thru 12" (side outlet)	EA	1	\$8,250.00	\$8,250.00
57	Connection to existing water main less than 6" (Wet cut in)	EA	1	\$1,320.00	\$1,320.00
58	Connection to existing water main 6"-8" (Wet cut in)	EA	1	\$4,400.00	\$4,400.00
59	Connection to existing water main 10"-16" (Wet cut in)	EA	1	\$7,150.00	\$7,150.00
60	12" Steel Casing Pipe Tunnel Liner	LF	5	\$44.00	\$220.00
61	16" Steel Casing Pipe Tunnel Liner	LF	5	\$55.00	\$275.00
62	18" Steel Casing Pipe Tunnel Liner	LF	5	\$77.00	\$385.00
63	20" Steel Casing Pipe Tunnel Liner	LF	5	\$88.00	\$440.00
64	Line plugging device less than 6"	EA	1	\$13,200.00	\$13,200.00
65	Line plugging device 6"-8"	EA	1	\$16,500.00	\$16,500.00
66	Line plugging device 10"-12"	EA	1	\$19,800.00	\$19,800.00
67	4"-8" Existing Water Mains to be Removed	LF	5	\$17.00	\$85.00
68	DIP to HDPE Transition 4"	EA	1	\$1,980.00	\$1,980.00
69	DIP to HDPE Transition 6"-8"	EA	1	\$2,200.00	\$2,200.00

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
70	DIP to HDPE Transition 10"-12"	EA	1	\$3,520.00	\$3,520.00
71	DIP to HDPE Transition 16"	EA	1	\$4,400.00	\$4,400.00
72	Concrete Blocking - Thrust Restraint on Existing Components	CY	1	\$220.00	\$220.00
73	8" DIPS Sewer, 0' to 10' Depth	LF	5	\$116.00	\$580.00
74	8" DIPS Sewer, >14' to 18' Depth	LF	5	\$127.00	\$635.00
75	8" DIPS Sewer, >10' to 14' Depth	LF	5	\$138.00	\$690.00
76	8" DIPS Sewer, >14' to 18' Depth	LF	5	\$149.00	\$745.00
77	10" DIPS Sewer, 0' to 10' Depth	LF	5	\$121.00	\$605.00
78	10" DIPS Sewer, >10' to 14' Depth	LF	5	\$132.00	\$660.00
79	10" DIPS Sewer, >14' to 18' Depth	LF	5	\$143.00	\$715.00
80	10" DIPS Sewer, >18' to 22' Depth	LF	5	\$154.00	\$770.00
81	12" DIPS Sewer, 0' to 10' Depth	LF	5	\$132.00	\$660.00
82	12" DIPS Sewer, >10' to 14' Depth	LF	5	\$143.00	\$715.00
83	12" DIPS Sewer, >14' to 18' Depth	LF	5	\$154.00	\$770.00
84	12" DIPS Sewer, >18' to 22' Depth	LF	5	\$165.00	\$825.00
85	18" DIPS Sewer, 0' to 10' Depth	LF	5	\$171.00	\$855.00
86	18" DIPS Sewer, >10' to 14' Depth	LF	5	\$182.00	\$910.00
87	18" DIPS Sewer, >14' to 18' Depth	LF	5	\$193.00	\$965.00
88	18" DIPS Sewer, >18' to 22' Depth	LF	5	\$220.00	\$1,100.00
89	24" DIPS Sewer, 0' to 10' Depth	LF	5	\$220.00	\$1,100.00
90	24" DIPS Sewer, >10' to 14' Depth	LF	5	\$237.00	\$1,185.00
91	24" DIPS Sewer, >14' to 18' Depth	LF	5	\$253.00	\$1,265.00
92	24" DIPS Sewer, >18' to 22' Depth	LF	5	\$275.00	\$1,375.00
93	8" PVCS Sewer, 0' to 10' Depth	LF	5	\$72.00	\$360.00
94	8" PVCS Sewer, >10' to 14' Depth	LF	5	\$83.00	\$415.00
95	10" PVCS Sewer, 0' to 10' Depth	LF	5	\$83.00	\$415.00
96	10" PVCS Sewer, >10' to 14' Depth	LF	5	\$94.00	\$470.00
97	12" PVCS Sewer, 0' to 10' Depth	LF	5	\$94.00	\$470.00
98	12" PVCS Sewer, >10' to 14' Depth	LF	5	\$105.00	\$525.00
99	4" PVC FM Force Main	LF	5	\$39.00	\$195.00
100	6" PVC FM Force Main	LF	5	\$50.00	\$250.00
101	4" DIP FM Force Main	LF	5	\$50.00	\$250.00
102	6" DIP FM Force Main	LF	5	\$55.00	\$275.00
103	4" PEFM Force Main by HDD	LF	5	\$110.00	\$550.00
104	6" PEFM Force Main by HDD	LF	5	\$165.00	\$825.00
105	8" to 10" Transition Collar	EA	1	\$550.00	\$550.00
106	12" to 16" Transition Collar	EA	1	\$1,100.00	\$1,100.00
107	4" DIPS Sewer Service Line	LF	5	\$42.00	\$210.00
108	6" DIPS Sewer Service Line	LF	5	\$53.00	\$265.00
109	DIPS Sewer Service Cleanout	EA	1	\$495.00	\$495.00
110	8" to 10" Sewer Service Wye or Tee	EA	1	\$275.00	\$275.00
111	12" to 18" Sewer Service Wye or Tee	EA	1	\$385.00	\$385.00

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
112	CCTV Inspection and Video Record 4" to 12" Dia. Sewer	LF	5	\$3.00	\$15.00
113	CCTV Inspection and Video Record 14" to 24" Dia. Sewer	LF	5	\$3.00	\$15.00
114	Light Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$3.00	\$15.00
115	Light Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$6.00	\$30.00
116	Heavy Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$5.00	\$25.00
117	Heavy Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$17.00	\$85.00
118	Root Cutting sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$4.00	\$20.00
119	Root Cutting Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$20.00	\$100.00
120	4 Ft Dia. Precast Manhole	EA	1	\$1,980.00	\$1,980.00
121	4 Ft Precast Manhole Riser	VF	5	\$110.00	\$550.00
122	5 Ft Dia. Precast Manhole	EA	1	\$1,980.00	\$1,980.00
123	5 Ft Precast Manhole Riser	VF	5	\$110.00	\$550.00
124	Standard Manhole Frame and Cover	EA	1	\$743.00	\$743.00
125	Watertight, Bolt Down Manhole Frame & Cover	EA	1	\$935.00	\$935.00
126	5' to 4' Precast Manhole Riser Transition	EA	1	\$880.00	\$880.00
127	Manhole Drop Connection	EA	1	\$1,320.00	\$1,320.00
128	Manhole Stub Out	EA	1	\$550.00	\$550.00
129	Manhole Over Existing Sewer - Extra	EA	1	\$880.00	\$880.00
130	Manhole Protective Coating	EA	1	\$880.00	\$880.00
131	Connect to Existing Manhole	EA	1	\$1,650.00	\$1,650.00
132	Deep Manhole Safety Platform	EA	1	\$880.00	\$880.00
133	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Pavement	EA	1	\$880.00	\$880.00
134	Adjust Manhole Frame/Cover to Grade - Structure	EA	1	\$880.00	\$880.00
135	Plug Existing Sewer	EA	1	\$880.00	\$880.00
136	Remove or Abandon Existing Sewer Structure	EA	1	\$1,650.00	\$1,650.00
137	Plug Existing Sewer	EA	1	\$2,750.00	\$2,750.00
138	Plug Existing Force Main	EA	1	\$2,750.00	\$2,750.00
139	Sewage Bypass Pumping Mobilization/Demobilization	EA	1	\$3,850.00	\$3,850.00
140	Sewage Bypass Pumping - Additional Suction/Discharge Hose	EA	5	\$28.00	\$140.00
141	4 Inch Pump Bypass Operation	DAY	1	\$715.00	\$715.00

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
142	6 Inch Pump Bypass Operation	DAY	1	\$990.00	\$990.00
143	8 Inch Pump Bypass Operation	DAY	1	\$1,650.00	\$1,650.00
144	Concrete Support Piers	CY	1	\$385.00	\$385.00
145	Pip Tracer Wire	LF	5	\$3.00	\$15.00
146	Exploratory Excavation	HR	1	\$605.00	\$605.00
147	Temporary Traffic Control	LF	5	\$110.00	\$550.00
148	Temporary Traffic Control Detour	DAY	1	\$1,100.00	\$1,100.00
149	Stabilization Stone	CY	5	\$39.00	\$195.00
150	Rock Excavation	CY	5	\$220.00	\$1,100.00
151	Pavement Patch Type 1	LF	5	\$55.00	\$275.00
152	Pavement Patch Type 2	LF	5	\$55.00	\$275.00
153	Sidewalk Removal and Restoration	SY	5	\$39.00	\$195.00
154	Curb and Gutter Removal and Restoration	LF	5	\$29.00	\$145.00
155	Curb Removal and Restoration	LF	5	\$22.00	\$110.00
156	Temporary Construction exit	EA	1	\$880.00	\$880.00
157	Temporary Stone Check Dam	EA	1	\$138.00	\$138.00
158	Temporary Hay Bale Check Dam	EA	1	\$94.00	\$94.00
159	Temporary Silt Fence - Sensitive	LF	5	\$4.00	\$20.00
160	Temporary Silt Fence - Non Sensitive	LF	5	\$3.00	\$15.00
161	Rip Rap Stabilization	SY	5	\$50.00	\$250.00
162	Erosion and Sedimentation Control	LF	5	\$4.00	\$20.00
163	Earth Fill	CY	5	\$39.00	\$195.00
164	Geotechnical Compaction Testing	EA	1	\$275.00	\$275.00
Total of All Contract No. 1 Unit Price Bid Items					\$263,865.00

Contract No. 1 - Construction & Maintenance Water Lines and Sanitary Sewers

**Cost of the Work Fee Schedule
 for Pricing of Indefinite and Unknown Work Assignments not covered under Contract 1 Unit
 Price Bid Items No. 1 through 164**

Item No.	Description	Unit	Est. Qty	HR Price	Price
1	Field Superintendent	HR	1	\$100.00	\$100.00
2	Equipment Operator	HR	1	\$95.00	\$95.00
3	Laborer	HR	1	\$45.00	\$45.00
4	Pipe Fitter	HR	1	\$95.00	\$95.00
5	Traffic Flagger	HR	1	\$40.00	\$40.00
	Cost Plus Description				Cost Plus %
6	Parts, Supplies and Materials	%	1	N.A.	15%
7	Rental Equipment	%	1	N.A.	15%
8	Company Owned Equipment	%	1	N.A.	15%
9	Subcontractors	%	1	N.A.	15%

Only Total of Unit Price Bid Prices will be used in determination of the low bid amount.

Contract No.2 – Construction & Maintenance Storm Sewers Unit Price Bid Items

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
1	Contract Bonds and Insurance	LS	1	\$1,905.00	\$1,905.00
2	12" DIPS Storm Sewer	LF	20	\$50.00	\$1,000.00
3	16" DIPS Storm Sewer	LF	20	\$55.00	\$1,100.00
4	Storm Drain Pipe, 15 inch CMP	LF	20	\$40.00	\$800.00
5	Storm Drain Pipe, 18 inch CMP	LF	20	\$50.00	\$1,000.00
6	Storm Drain Pipe, 21 inch CMP	LF	20	\$61.00	\$1,220.00
7	Storm Drain Pipe, 24 inch CMP	LF	20	\$72.00	\$1,440.00
8	Storm Drain Pipe, 30 inch CMP	LF	20	\$66.00	\$1,320.00
9	Storm Drain Pipe, 15 inch RCP	LF	20	\$44.00	\$880.00
10	Storm Drain Pipe, 18 inch RCP	LF	20	\$55.00	\$1,100.00
11	Storm Drain Pipe, 21 inch RCP	LF	20	\$61.00	\$1,220.00
12	Storm Drain Pipe, 24 inch RCP	LF	20	\$66.00	\$1,320.00
13	Storm Drain Pipe, 30 inch RCP	LF	20	\$88.00	\$1,760.00
14	18" HDPE Storm Sewer by Pipe Bursting	LF	20	\$495.00	\$9,900.00
15	20" HDPE Storm Sewer by Pipe Bursting	LF	20	\$550.00	\$11,000.00
16	24" HDPE Storm Sewer by Pipe Bursting	LF	20	\$660.00	\$13,200.00
17	CCTV Inspection and Video Record 4" to 12" Dia. Storm Sewer	LF	20	\$3.00	\$60.00
18	CCTV Inspection and Video Record 14" to 24" Dia. Storm Sewer	LF	20	\$3.00	\$60.00
19	4 Ft Dia. Precast Manhole	LF	2	\$1,650.00	\$3,300.00
20	4 Ft Precast Manhole Riser	VF	10	\$275.00	\$2,750.00
21	5 Ft Dia. Precast Manhole	EA	2	\$1,650.00	\$3,300.00
22	5 Ft Precast Manhole Riser	VF	10	\$275.00	\$2,750.00
23	Standard Manhole Frame and Cover	EA	2	\$880.00	\$1,760.00
24	Watertight, Bolt Down Manhole Frame & Cover	EA	2	\$1,320.00	\$2,640.00
25	5' to 4' Precast Manhole Riser Transition	EA	2	\$880.00	\$1,760.00
26	Manhole Drop Connection	EA	2	\$1,100.00	\$2,200.00
27	Manhole Stub Out	EA	2	\$935.00	\$1,870.00
28	Manhole Over Existing Sewer - Extra	EA	2	\$2,750.00	\$5,500.00
29	Manhole Protective Coating	EA	2	\$1,320.00	\$2,640.00

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
30	Connect to Existing Manhole	EA	2	\$550.00	\$1,100.00
31	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Non-Pavement	EA	2	\$495.00	\$990.00
32	Adjust Manhole Frame/Cover to Grade, Pavement - Over 1 VF	EA	2	\$880.00	\$1,760.00
33	Adjust Manhole Frame/Cover to Grade - Over 1 VF	EA	2	\$1,320.00	\$2,640.00
34	Remove or Abandon Existing Storm Sewer Structure	EA	2	\$880.00	\$1,760.00
35	Plug Existing Storm Sewer	EA	2	\$550.00	\$1,100.00
36	Drop Inlet	EA	2	\$1,650.00	\$3,300.00
37	Drop Inlet additional Depth	VF	10	\$275.00	\$2,750.00
38	Catch Basin	EA	2	\$1,980.00	\$3,960.00
39	Catch Basin Additional Depth	VF	10	\$165.00	\$1,650.00
40	Junction Box	EA	2	\$1,650.00	\$3,300.00
41	Concrete Headwall	EA	2	\$1,980.00	\$3,960.00
42	Concrete Support Piers	CY	5	\$1,100.00	\$5,500.00
43	Pip Tracer Wire	LF	20	\$2.00	\$40.00
44	Exploratory Excavation	HR	1	\$495.00	\$495.00
45	Temporary Traffic Control	LF	20	\$83.00	\$1,660.00
46	Temporary Traffic Control Detour	DAY	1	\$825.00	\$825.00
47	Stabilization Stone	CY	5	\$55.00	\$275.00
48	Rock Excavation	CY	5	\$275.00	\$1,375.00
49	Pavement Patch Type 1	LF	20	\$55.00	\$1,100.00
50	Pavement Patch Type 2	LF	20	\$55.00	\$1,100.00
51	Sidewalk Removal and Restoration	SY	5	\$66.00	\$330.00
52	Curb and Gutter Removal and Restoration	LF	20	\$66.00	\$1,320.00
53	Curb Removal and Restoration	LF	20	\$44.00	\$880.00
54	Temporary Construction Exit	EA	1	\$1,980.00	\$1,980.00
55	Temporary Stone Check Dam	EA	1	\$138.00	\$138.00
56	Temporary Hay Bale Check Dam	EA	1	\$39.00	\$39.00
57	Temporary Silt Fence - Sensitive	LF	20	\$4.00	\$80.00
58	Temporary Silt Fence - Non Sensitive	LF	20	\$3.00	\$60.00
59	Rip Rap Stabilization	SY	5	\$72.00	\$360.00
60	Erosion and Sedimentation Control	LF	20	\$11.00	\$220.00
61	Earth Fill	CY	5	\$66.00	\$330.00
62	Geotechnical Compaction Testing	EA	1	\$275.00	\$275.00
Total of All Contract No. 2 Unit Price Bid Items					\$127,407.00

Contract No. 2 - Construction & Maintenance Storm Sewers

Cost of the Work Fee Schedule

for Pricing of Indefinite and Unknown Work Assignments not covered under Unit Price Bid

Items No. 1 through 62

Item No.	Description	Unit	Est. Qty	HR Price	Price
1	Field Superintendent	HR	1	\$100.00	\$100.00
2	Equipment Operator	HR	1	\$95.00	\$95.00
3	Laborer	HR	1	\$45.00	\$45.00
4	Pipe Fitter	HR	1	\$95.00	\$95.00
5	Traffic Flagger	HR	1	\$40.00	\$40.00
	Cost Plus Description				Cost Plus %
6	Parts, Supplies and Materials	%	1	N.A.	15%
7	Rental Equipment	%	1	N.A.	15%
8	Company Owned Equipment	%	1	N.A.	15%
9	Subcontractors	%	1	N.A.	15%

Only Total of Unit Price Bid Prices will be used in determination of the low bid amount.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Time of Completion

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Contractor's License No. or GDOT Prequalification No.
- C. Required Bidder Qualification Statement with supporting data; and
- D. Affidavits of Non-Collusion and O.C.G.A. 13-10-91(b)(1) federal work authorization program.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

Bidder: *(indicate correct name of bidding entity)*

GS Construction, Inc.

By:

Signature

Printed Name Alessandro Salvo

Title CEO

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign)

Submittal Date: 7/29/2020

Address for giving notices:

526 Lyle Circle, Lawrenceville, GA 30046

Telephone Number: 678-377-8028

Fax Number: 678-377-8035

Contact Name and e-mail address: avsalvo@gsconstruction.net

Bidder's License No. or

Prequalification No.: UC300704

(where applicable)

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Contract No. 1 - Construction & Maintenance Water Lines and Sanitary Sewers Unit Price Bid Items

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
1	Contract Bonds and Insurance	LS	1	\$15,000.00	\$15,000.00
2	6" Water Main DIPW-1	LF	5	\$150.00	\$750.00
3	8"Water Main DIPW-1	LF	5	\$150.00	\$750.00
4	10"Water Main DIPW-1	LF	5	\$150.00	\$750.00
5	12"Water Main DIPW-1	LF	5	\$150.00	\$750.00
6	16"Water Main DIPW-1	LF	5	\$150.00	\$750.00
7	18"Water Main DIPW-1	LF	5	\$150.00	\$750.00
8	8"Water Main DIPW-2	LF	5	\$85.00	\$425.00
9	10"Water Main DIPW-2	LF	5	\$85.00	\$425.00
10	12"Water Main DIPW-2	LF	5	\$85.00	\$425.00
11	2" Water Main PVC PW-1	LF	5	\$35.00	\$175.00
12	4" Water Main PVC PW-1	LF	5	\$35.00	\$175.00
13	6" Water Main PVC PW-2	LF	5	\$35.00	\$175.00
14	8" Water Main PVC PW-2	LF	5	\$40.00	\$200.00
15	10" Water Main PVC PW-2	LF	5	\$45.00	\$225.00
16	12" Water Main PVC PW-2	LF	5	\$50.00	\$250.00
17	8" HDPE-1 Water Main by HDD	LF	5	\$175.00	\$875.00
18	10" HDPE-1 Water Main by HDD	LF	5	\$225.00	\$1,125.00
19	12" HDPE-1 Water Main by HDD	LF	5	\$350.00	\$1,750.00
20	16" HDPE-1 Water Main by HDD	LF	5	\$375.00	\$1,875.00
21	18" HDPE-1 Water Main by HDD	LF	5	\$275.00	\$1,375.00
22	Water Main Pipe Fittings	TN	1	\$15,000.00	\$15,000.00
23	Repair leak in 2" - <6" Water Main	EA	1	\$5,000.00	\$5,000.00
24	Repair leak in 6"-10" Water Main	EA	1	\$7,500.00	\$7,500.00
25	Repair leak in 12" Water Main	EA	1	\$8,500.00	\$8,500.00
26	Repair leak in 16" Water Main	EA	1	\$8,000.00	\$8,000.00
27	Repair leak in 18" Water Main	EA	1	\$8,000.00	\$8,000.00
28	Curb Stop and Curb Box, 3/4"-2"	EA	1	\$250.00	\$250.00
29	6" GW-1 Gate Valve and Box	EA	1	\$900.00	\$900.00
30	8" GW-1 Gate Valve and Box	EA	1	\$1,200.00	\$1,200.00
31	10" GW-1 Gate Valve and Box	EA	1	\$2,000.00	\$2,000.00
32	12" GW-1 Gate Valve and Box	EA	1	\$2,100.00	\$2,100.00
33	16" BFV-1 Butterfly Valve and Box	EA	1	\$7,500.00	\$7,500.00
34	18" BFV-1 Butterfly Valve and Box	EA	1	\$9,000.00	\$9,000.00
35	Removal of ex. Fire Hydrants	EA	1	\$450.00	\$450.00
36	Relocation and Reconnection of ex. Fire Hydrants	EA	1	\$7,500.00	\$7,500.00
37	Fire Hydrants	EA	1	\$7,500.00	\$7,500.00
38	Adjusting existing Fire Hydrants	VF	1	\$250.00	\$250.00

ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
 SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/23/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
39	Service tubing system, 3/4"-1.25"	LF	5	\$30.00	\$150.00
40	Service tubing system, 1.50"-2"	LF	5	\$30.00	\$150.00
41	Copper service tubing system, 3/4"-1.25"	LF	5	\$30.00	\$150.00
42	Copper service tubing system, 1.50"-2"	LF	5	\$30.00	\$150.00
43	Service tubing under roadway	LF	5	\$30.00	\$150.00
44	Repair leak in service line 3/4"-2.0"	EA	1	\$1,500.00	\$1,500.00
45	Service connection in 6" thru 10" water mains	EA	1	\$500.00	\$500.00
46	Service connection in 12" thru 18" water mains	EA	1	\$2,500.00	\$2,500.00
47	Service saddle repair or replacement in 6" thru 10" water mains	EA	1	\$800.00	\$800.00
48	Service saddle repair or replacement in 12" thru 18" water mains	EA	1	\$1,200.00	\$1,200.00
49	Water meters installation - up to 1"	EA	1	\$500.00	\$500.00
50	Water meters installation - >1" to 2"	EA	1	\$1,000.00	\$1,000.00
51	Water meter relocation 3/4" thru 2"	EA	1	\$3,500.00	\$3,500.00
52	Water service changeover 3/4" thru 2"	EA	1	\$1,200.00	\$1,200.00
53	Tapping sleeve and Valve connection (TSVW) 6" x 6"	EA	1	\$3,400.00	\$3,400.00
54	Tapping sleeve and Valve connection (TSVW) 8" x 6" to 8" (side outlet)	EA	1	\$2,500.00	\$2,500.00
55	Tapping sleeve and Valve connection (TSVW) 10" x 6" to 10" (side outlet)	EA	1	\$2,500.00	\$2,500.00
56	Tapping sleeve and Valve connection (TSVW) 12" x 6" thru 12" (side outlet)	EA	1	\$5,000.00	\$5,000.00
57	Connection to existing water main less than 6" (Wet cut in)	EA	1	\$2,500.00	\$2,500.00
58	Connection to existing water main 6"-8" (Wet cut in)	EA	1	\$3,500.00	\$3,500.00
59	Connection to existing water main 10"-16" (Wet cut in)	EA	1	\$5,500.00	\$5,500.00
60	12" Steel Casing Pipe Tunnel Liner	LF	5	\$40.00	\$200.00
61	16" Steel Casing Pipe Tunnel Liner	LF	5	\$50.00	\$250.00
62	18" Steel Casing Pipe Tunnel Liner	LF	5	\$65.00	\$325.00
63	20" Steel Casing Pipe Tunnel Liner	LF	5	\$80.00	\$400.00
64	Line plugging device less than 6"	EA	1	\$8,000.00	\$8,000.00
65	Line plugging device 6"-8"	EA	1	\$12,000.00	\$12,000.00
66	Line plugging device 10"-12"	EA	1	\$12,000.00	\$12,000.00
67	4"-8" Existing Water Mains to be Removed	LF	5	\$10.00	\$50.00
68	DIP to HDPE Transition 4"	EA	1	\$1,500.00	\$1,500.00
69	DIP to HDPE Transition 6"-8"	EA	1	\$1,800.00	\$1,800.00

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ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
 SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/23/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
70	DIP to HDPE Transition 10"-12"	EA	1	\$1,000.00	\$1,000.00
71	DIP to HDPE Transition 16"	EA	1	\$3,000.00	\$3,000.00
72	Concrete Blocking - Thrust Restraint on Existing Components	CY	1	\$1,000.00	\$1,000.00
73	8" DIPS Sewer, 0' to 10' Depth	LF	5	\$165.00	\$825.00
74	8" DIPS Sewer, >14' to 18' Depth	LF	5	\$115.00	\$575.00
75	8" DIPS Sewer, >10' to 14' Depth	LF	5	\$125.00	\$625.00
76	8" DIPS Sewer, >14' to 18' Depth	LF	5	\$135.00	\$675.00
77	10" DIPS Sewer, 0' to 10' Depth	LF	5	\$110.00	\$550.00
78	10" DIPS Sewer, >10' to 14' Depth	LF	5	\$120.00	\$600.00
79	10" DIPS Sewer, >14' to 18' Depth	LF	5	\$130.00	\$650.00
80	10" DIPS Sewer, >18' to 22' Depth	LF	5	\$140.00	\$700.00
81	12" DIPS Sewer, 0' to 10' Depth	LF	5	\$120.00	\$600.00
82	12" DIPS Sewer, >10' to 14' Depth	LF	5	\$130.00	\$650.00
83	12" DIPS Sewer, >14' to 18' Depth	LF	5	\$140.00	\$700.00
84	12" DIPS Sewer, >18' to 22' Depth	LF	5	\$150.00	\$750.00
85	18" DIPS Sewer, 0' to 10' Depth	LF	5	\$150.00	\$750.00
86	18" DIPS Sewer, >10' to 14' Depth	LF	5	\$160.00	\$800.00
87	18"DIPS Sewer, >14' to 18' Depth	LF	5	\$170.00	\$850.00
88	18"DIPS Sewer, >18' to 22' Depth	LF	5	\$190.00	\$950.00
89	24" DIPS Sewer, 0' to 10' Depth	LF	5	\$200.00	\$1,000.00
90	24"DIPS Sewer, >10' to 14' Depth	LF	5	\$215.00	\$1,075.00
91	24" DIPS Sewer, >14' to 18' Depth	LF	5	\$230.00	\$1,150.00
92	24" DIPS Sewer, >18' to 22' Depth	LF	5	\$250.00	\$1,250.00
93	8" PVCS Sewer, 0' to 10' Depth	LF	5	\$65.00	\$325.00
94	8" PVCS Sewer, >10' to 14' Depth	LF	5	\$75.00	\$375.00
95	10" PVCS Sewer, 0' to 10' Depth	LF	5	\$75.00	\$375.00
96	10" PVCS Sewer, >10' to 14' Depth	LF	5	\$85.00	\$425.00
97	12" PVCS Sewer, 0' to 10' Depth	LF	5	\$85.00	\$425.00
98	12" PVCS Sewer, >10' to 14' Depth	LF	5	\$90.00	\$450.00
99	4" PVC FM Force Main	LF	5	\$55.00	\$275.00
100	6" PVC FM Force Main	LF	5	\$55.00	\$275.00
101	4" DIP FM Force Main	LF	5	\$75.00	\$375.00
102	6" DIP FM Force Main	LF	5	\$75.00	\$375.00
103	4" PEFM Force Main by HDD	LF	5	\$90.00	\$450.00
104	6" PEFM Force Main by HDD	LF	5	\$100.00	\$500.00
105	8" to 10" Transition Collar	EA	1	\$400.00	\$400.00
106	12" to 16" Transition Collar	EA	1	\$800.00	\$800.00
107	4" DIPS Sewer Service Line	LF	5	\$65.00	\$325.00
108	6" DIPS Sewer Service Line	LF	5	\$150.00	\$750.00
109	DIPS Sewer Service Cleanout	EA	1	\$400.00	\$400.00
110	8" to 10" Sewer Service Wye or Tee	EA	1	\$150.00	\$150.00
111	12" to 18" Sewer Service Wye or Tee	EA	1	\$150.00	\$150.00

ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
 SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/23/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
112	CCTV Inspection and Video Record 4" to 12" Dia. Sewer	LF	5	\$12.00	\$60.00
113	CCTV Inspection and Video Record 14" to 24" Dia. Sewer	LF	5	\$12.00	\$60.00
114	Light Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$12.00	\$60.00
115	Light Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$12.00	\$60.00
116	Heavy Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$20.00	\$100.00
117	Heavy Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$20.00	\$100.00
118	Root Cutting sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$20.00	\$100.00
119	Root Cutting Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$20.00	\$100.00
120	4 Ft Dia. Precast Manhole	EA	1	\$2,800.00	\$2,800.00
121	4 Ft Precast Manhole Riser	VF	5	\$75.00	\$375.00
122	5 Ft Dia. Precast Manhole	EA	1	\$2,800.00	\$2,800.00
123	5 Ft Precast Manhole Riser	VF	5	\$100.00	\$500.00
124	Standard Manhole Frame and Cover	EA	1	\$675.00	\$675.00
125	Watertight, Bolt Down Manhole Frame & Cover	EA	1	\$800.00	\$800.00
126	5' to 4' Precast Manhole Riser Transition	EA	1	\$500.00	\$500.00
127	Manhole Drop Connection	EA	1	\$1,500.00	\$1,500.00
128	Manhole Stub Out	EA	1	\$400.00	\$400.00
129	Manhole Over Existing Sewer - Extra	EA	1	\$800.00	\$800.00
130	Manhole Protective Coating	EA	1	\$2,000.00	\$2,000.00
131	Connect to Existing Manhole	EA	1	\$600.00	\$600.00
132	Deep Manhole Safety Platform	EA	1	\$800.00	\$800.00
133	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Pavement	EA	1	\$800.00	\$800.00
134	Adjust Manhole Frame/Cover to Grade - Structure	EA	1	\$800.00	\$800.00
135	Plug Existing Sewer	EA	1	\$1,000.00	\$1,000.00
136	Remove or Abandon Existing Sewer Structure	EA	1	\$500.00	\$500.00
137	Plug Existing Sewer	EA	1	\$800.00	\$800.00
138	Plug Existing Force Main	EA	1	\$800.00	\$800.00
139	Sewage Byapss Pumping Mobilization/Demobilization	EA	1	\$3,000.00	\$3,000.00
140	Sewage Bypass Pumping - Additional Suction/Discharge Hose	EA	5	\$25.00	\$125.00
141	4 Inch Pump Bypass Operation	DAY	1	\$800.00	\$800.00

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ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
 SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/23/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
142	6 Inch Pump Bypass Operation	DAY	1	\$1,200.00	\$1,200.00
143	8 Inch Pump Bypass Operation	DAY	1	\$1,500.00	\$1,500.00
144	Concrete Support Piers	CY	1	\$800.00	\$800.00
145	Pip Tracer Wire	LF	5	\$1.00	\$5.00
146	Exploratory Excavation	HR	1	\$3,000.00	\$3,000.00
147	Temporary Traffic Control	LF	5	\$200.00	\$1,000.00
148	Temporary Traffic Control Detour	DAY	1	\$1,000.00	\$1,000.00
149	Stabilization Stone	CY	5	\$100.00	\$500.00
150	Rock Excavation	CY	5	\$250.00	\$1,250.00
151	Pavement Patch Type 1	LF	5	\$200.00	\$1,000.00
152	Pavement Patch Type 2	LF	5	\$200.00	\$1,000.00
153	Sidewalk Removal and Restoration	SY	5	\$75.00	\$375.00
154	Curb and Gutter Removal and Restoration	LF	5	\$100.00	\$500.00
155	Curb Removal and Restoration	LF	5	\$50.00	\$250.00
156	Temporary Construction exit	EA	1	\$200.00	\$200.00
157	Temporary Stone Check Dam	EA	1	\$100.00	\$100.00
158	Temporary Hay Bale Check Dam	EA	1	\$25.00	\$25.00
159	Temporary Silt Fence - Sensitive	LF	5	\$10.00	\$50.00
160	Temporary Silt Fence - Non Sensitive	LF	5	\$10.00	\$50.00
161	Rip Rap Stabilization	SY	5	\$45.00	\$225.00
162	Erosion and Sedimentation Control	LF	5	\$2.00	\$10.00
163	Earth Fill	CY	5	\$100.00	\$500.00
164	Geotechnical Compaction Testing	EA	1	\$250.00	\$250.00
Total of All Contract No. 1 Unit Price Bid Items					\$261,430.00

Contract No. 1 - Construction & Maintenance Water Lines and Sanitary Sewers

Cost of the Work Fee Schedule

for Pricing of Indefinite and Unknown Work Assignments not covered under Contract 1 Unit Price Bid Items No. 1 through 164

Item No.	Description	Unit	Est. Qty	HR Price	Price
1	Field Superintendent	HR	1	\$150.00	\$150.00
2	Equipment Operator	HR	1	\$100.00	\$100.00
3	Laborer	HR	1	\$70.00	\$70.00
4	Pipe Fitter	HR	1	\$70.00	\$70.00
5	Traffic Flagger	HR	1	\$60.00	\$60.00
				Cost Plus Description	Cost Plus %
6	Parts, Supplies and Materials	%	1	N.A.	
7	Rental Equipment	%	1	N.A.	
8	Company Owned Equipment	%	1	N.A.	
9	Subcontractors	%	1	N.A.	

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Only Total of Unit Price Bid Prices will be used in determination of the low bid amount.

Contract No.2 – Construction & Maintenance Storm Sewers Unit Price Bid Items

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
1	Contract Bonds and Insurance	LS	1	\$8,000.00	\$8,000.00
2	12" DIPS Storm Sewer	LF	20	\$50.00	\$1,000.00
3	16" DIPS Storm Sewer	LF	20	\$55.00	\$1,100.00
4	Storm Drain Pipe, 15 inch CMP	LF	20	\$30.00	\$600.00
5	Storm Drain Pipe, 18 inch CMP	LF	20	\$55.00	\$1,100.00
6	Storm Drain Pipe, 21 inch CMP	LF	20	\$65.00	\$1,300.00
7	Storm Drain Pipe, 24 inch CMP	LF	20	\$65.00	\$1,300.00
8	Storm Drain Pipe, 30 inch CMP	LF	20	\$60.00	\$1,200.00
9	Storm Drain Pipe, 15 inch RCP	LF	20	\$45.00	\$900.00
10	Storm Drain Pipe, 18 inch RCP	LF	20	\$100.00	\$2,000.00
11	Storm Drain Pipe, 21 inch RCP	LF	20	\$45.00	\$900.00
12	Storm Drain Pipe, 24 inch RCP	LF	20	\$125.00	\$2,500.00
13	Storm Drain Pipe, 30 inch RCP	LF	20	\$150.00	\$3,000.00
14	18" HDPE Storm Sewer by Pipe Bursting	LF	20	\$400.00	\$8,000.00
15	20" HDPE Storm Sewer by Pipe Bursting	LF	20	\$400.00	\$8,000.00
16	24" HDPE Storm Sewer by Pipe Bursting	LF	20	\$400.00	\$8,000.00
17	CCTV Inspection and Video Record 4" to 12" Dia. Storm Sewer	LF	20	\$10.00	\$200.00
18	CCTV Inspection and Video Record 14" to 24" Dia. Storm Sewer	LF	20	\$10.00	\$200.00
19	4 Ft Dia. Precast Manhole	LF	2	\$2,500.00	\$5,000.00
20	4 Ft Precast Manhole Riser	VF	10	\$75.00	\$750.00
21	5 Ft Dia. Precast Manhole	EA	2	\$2,500.00	\$5,000.00
22	5 Ft Precast Manhole Riser	VF	10	\$85.00	\$850.00
23	Standard Manhole Frame and Cover	EA	2	\$650.00	\$1,300.00
24	Watertight, Bolt Down Manhole Frame & Cover	EA	2	\$850.00	\$1,700.00
25	5' to 4' Precast Manhole Riser Transition	EA	2	\$450.00	\$900.00
26	Manhole Drop Connection	EA	2	\$800.00	\$1,600.00
27	Manhole Stub Out	EA	2	\$1,000.00	\$2,000.00
28	Manhole Over Existing Sewer - Extra	EA	2	\$1,500.00	\$3,000.00
29	Manhole Protective Coating	EA	2	\$1,500.00	\$3,000.00

ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES,
SANITARY SEWERS AND STORM SEWERS – HAPEVILLE, GA 07/23/2020

Item No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
30	Connect to Existing Manhole	EA	2	\$450.00	\$900.00
31	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Non-Pavement	EA	2	\$1,500.00	\$3,000.00
32	Adjust Manhole Frame/Cover to Grade, Pavement - Over 1 VF	EA	2	\$1,000.00	\$2,000.00
33	Adjust Manhole Frame/Cover to Grade - Over 1 VF	EA	2	\$1,000.00	\$2,000.00
34	Remove or Abandon Existing Storm Sewer Structure	EA	2	\$400.00	\$800.00
35	Plug Existing Storm Sewer	EA	2	\$500.00	\$1,000.00
36	Drop Inlet	EA	2	\$2,500.00	\$5,000.00
37	Drop Inlet additional Depth	VF	10	\$75.00	\$750.00
38	Catch Basin	EA	2	\$1,800.00	\$3,600.00
39	Catch Basin Additional Depth	VF	10	\$100.00	\$1,000.00
40	Junction Box	EA	2	\$1,800.00	\$3,600.00
41	Concrete Headwall	EA	2	\$1,000.00	\$2,000.00
42	Concrete Support Piers	CY	5	\$325.00	\$1,625.00
43	Pip Tracer Wire	LF	20	\$0.25	\$5.00
44	Exploratory Excavation	HR	1	\$2,500.00	\$2,500.00
45	Temporary Traffic Control	LF	20	\$100.00	\$2,000.00
46	Temporary Traffic Control Detour	DAY	1	\$650.00	\$650.00
47	Stabilization Stone	CY	5	\$75.00	\$375.00
48	Rock Excavation	CY	5	\$190.00	\$950.00
49	Pavement Patch Type 1	LF	20	\$150.00	\$3,000.00
50	Pavement Patch Type 2	LF	20	\$150.00	\$3,000.00
51	Sidewalk Removal and Restoration	SY	5	\$75.00	\$375.00
52	Curb and Gutter Removal and Restoration	LF	20	\$75.00	\$1,500.00
53	Curb Removal and Restoration	LF	20	\$75.00	\$1,500.00
54	Temporary Construction Exit	EA	1	\$250.00	\$250.00
55	Temporary Stone Check Dam	EA	1	\$200.00	\$200.00
56	Temporary Hay Bale Check Dam	EA	1	\$50.00	\$50.00
57	Temporary Silt Fence - Sensitive	LF	20	\$3.00	\$60.00
58	Temporary Silt Fence - Non Sensitive	LF	20	\$3.00	\$60.00
59	Rip Rap Stabilization	SY	5	\$100.00	\$500.00
60	Erosion and Sedimentation Control	LF	20	\$20.00	\$400.00
61	Earth Fill	CY	5	\$100.00	\$500.00
62	Geotechnical Compaction Testing	EA	1	\$250.00	\$250.00
Total of All Contract No. 2 Unit Price Bid Items					\$119,800.00

Contract No. 2 - Construction & Maintenance Storm Sewers

**Cost of the Work Fee Schedule
for Pricing of Indefinite and Unknown Work Assignments not covered under Unit Price Bid**

Items No. 1 through 62

Item No.	Description	Unit	Est. Qty	HR Price	Price
1	Field Superintendent	HR	1	\$150.00	\$150.00
2	Equipment Operator	HR	1	\$100.00	\$100.00
3	Laborer	HR	1	\$75.00	\$75.00
4	Pipe Fitter	HR	1	\$75.00	\$75.00
5	Traffic Flagger	HR	1	\$60.00	\$60.00
Cost Plus Description				Cost Plus %	
6	Parts, Supplies and Materials	%	1	N.A.	
7	Rental Equipment	%	1	N.A.	
8	Company Owned Equipment	%	1	N.A.	
9	Subcontractors	%	1	N.A.	

Only Total of Unit Price Bid Prices will be used in determination of the low bid amount.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Time of Completion

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Contractor's License No. or GDOT Prequalification No.
- C. Required Bidder Qualification Statement with supporting data; and
- D. Affidavits of Non-Collusion and O.C.G.A. 13-10-91(b)(1) federal work authorization program.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

Bidder: *(indicate correct name of bidding entity)*

The Corbett Group, LLC

By:

Signature



Printed Name Michael Corbett

Title President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign)

Submittal Date: 7/29/2020

Address for giving notices:

13201 Veterans Memorial Hwy

Douglasville, GA 30134

Telephone Number: 770-947-2672

Fax Number: 770-947-2674

Contact Name and e-mail address: Michael Corbett

MCorbett@thecorbettgroup.net

Bidder's License No. or

Prequalification No.: UC302014

(where applicable)

1 **CITY OF HAPEVILLE**
2 **STATE OF GEORGIA**

3
4 **RESOLUTION NO. _____**

5
6 **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE,**
7 **GEORGIA TO RENAME MASTER PARK TO THE “JOHN R. LEWIS MEMORIAL**
8 **PARK”; TO AUTHORIZE THE MAYOR TO SIGN ANY AND ALL DOCUMENTS**
9 **NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY**
10 **ATTORNEY TO PREPARE ANY AND ALL DOCUMENTS NECESSARY TO**
11 **EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY CLERK TO**
12 **ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS**
13 **NECESSARY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN**
14 **EFFECTIVE DATE; AND FOR OTHER PURPOSES**

15
16 **W I T N E S S E T H :**
17

18 **WHEREAS,** the Mayor and Council shall have full power and authority to provide for
19 the execution of all powers, functions, rights, privileges, duties and immunities of the city, its
20 officers, agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
21

22 **WHEREAS,** the municipal government of the City of Hapeville (hereinafter “City”) and
23 all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be
24 the legislative body of the City; and,
25

26 **WHEREAS,** John R. Lewis, an American politician and civil rights hero, lost his battle
27 to cancer on July 17, 2020; and,
28

29 **WHEREAS,** John Lewis was the first of the Freedom Riders, head of the Student
30 Nonviolent Coordinating Committee, the youngest speaker at the March on Washington, leader
31 of the march from Selma to Montgomery, and Member of Congress representing the people of
32 the city and state for over 33 years; and,
33

34 **WHEREAS,** John Lewis was the recipient of numerous honors, including, but not
35 limited to, the Martin Luther King Jr. Nonviolent Peace Prize in 1975, the John F. Kennedy
36 Profile in Courage Award in 2001, the National Association for the Advancement of Colored
37 People’s (NAACP) Spingarn Medal in 2002, and the Presidential Medal of Freedom in 2011;
38 and,
39

40 **WHEREAS,** as a Representative of Georgia’s 5th District, John Lewis made tremendous
41 strides in healthcare reform, measures to fight poverty and improvements in education, and most
42 importantly, multiple renewals of the Voting Rights Act; and,
43

44 **WHEREAS,** the Mayor and Council wish to memorialize John Lewis’s legacy by
45 naming a city park in his honor; and,
46

WHEREAS, the Mayor and Council declare that Master Park shall be renamed as “John R. Lewis Memorial Park” in honor of the American politician and Civil Rights Hero, John Robert Lewis.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, AS FOLLOWS:

1. **Incorporation of Pre-Amble.** The pre-amble is incorporated herein as fully set forth above.

2. **Renaming of Master Park.** The Hapeville City Council hereby declare that Master Park shall be renamed to “John R. Lewis Memorial Park.”

3. **Authorization for Mayor.** That the Hapeville City Council hereby authorizes the Mayor to execute any and all documents necessary to effectuate this Resolution. A copy of said documents shall be filed with the City Clerk.

4. **Attestation.** That the Hapeville City Council hereby authorizes the City Clerk or Assistant City Clerk to attest the signature of the Mayor appearing on the documents, to affix the official seal of the City thereto as necessary to effectuate this Resolution, and to place this Resolution and an executed copy of all documents among the minutes or official records of the City for future reference.

5. **Authorization for Attorney.** That the Hapeville City Council hereby authorizes the City Attorney to approve this Resolution as to its form and review any and all documents necessary for the City of Hapeville and to ensure all documents conform to state law.

6. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

8. **Effective Date.** This Resolution shall take effect immediately.

RESOLVED this _____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

ALAN HALLMAN, MAYOR

92 ATTEST:

93

94

95

96 _____
CRYSTAL GRIGGS-EPPS, CITY CLERK

97 (seal)

98

99

100 APPROVED BY:

101

102

103

104 _____
CITY ATTORNEY

STATE OF GEORGIA
COUNTY OF FULTON

**AN ORDINANCE BY THE CITY OF EAST POINT, GEORGIA, TO AMEND PART 13;
ADDING A CHAPTER 5: UNLAWFUL DISCRIMINATION**

WHEREAS, the duly elected governing authority of the City of East Point, Georgia is the Mayor and Council thereof; and

WHEREAS, the City of East Point is committed to preventing discrimination in all its forms; and

WHEREAS, the Mayor and Council believe those providing services in the City of East Point must do so without discriminating; and

WHEREAS, the Mayor and Council believe victims of discrimination should have an opportunity and process available to address and remedy discrimination.

THEREFORE BE IT ORDAINED by the City Council of East Point that Part 13 of the City of East Point Code Ordinances is hereby amended to add a Chapter 5, with underlined portions representing additions and any struck through portion representing deletions, as follows:

CHAPTER 5. - UNLAWFUL DISCRIMINATION

Sec. 13-5001. - Purpose and intent.

It is the purpose and intent of the East Point City Council to protect and safeguard the right and opportunity of all persons to be free from all forms of discrimination, including discrimination based on actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identify, age, disability, marital status, familial status, or veteran/military status. The council's purpose in enacting this article is to promote the public health and welfare of all persons who live and work in the City of East Point. It is important for the city to ensure that all persons within the city have equal access to employment, housing, and public accommodations.

Sec. 13-5002. - Definitions.

For the purposes of this article, the following terms shall have the following meanings:

- (1) *Age*. An individual's status as having obtained 40 or more years of age.
- (2) *Business*. Any person or entity conducting business within the city, which is required to obtain a license or permit.
- (3) *Discriminate, discrimination or discriminatory*. Any act, policy or practice that, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's actual or perceived race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran status.
- (4) *Employee*. Any individual employed by or seeking employment from an employer, excluding any individual employed by his or her parents, spouse, or child.
- (5) *Employer*. A person who employs one or more employees in the City of East Point, or any agent of such person.
- (6) *Familial status*. Means an individual's past, current or prospective status as parent or legal guardian to a child or children below the age of 18 who may or may not reside with that individual.
- (7) *Gender identity*. The actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.
- (8) *Hearing officer*. A person charged with determining the validity of alleged violations of this article, and upon determining that a violation has occurred, assessing appropriate damages, penalties, fines or costs.
- (9) *Marital status*. An individual's past, current, or prospective status as single, married, domestically partnered, in a civil union, divorced, or widowed.
- (10) *National origin*. An individual's, or an individual's ancestor's, place of origin.
- (11) *Place of public resort, accommodation, assemblage, or amusement*. Any place, store, or other establishment, either licensed or unlicensed, that supplies accommodations, goods, or services to the general public, or that solicits or accepts the patronage or trade of the general public, or that is supported directly or indirectly by government funds.
- (12) *Religion*. All aspects of religious belief, observance, and practice.
- (13) *Religious organization*. An entity which conducts regular worship services or is qualified as a religious organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, that is not required to file IRS Form 990, return of organization exempt from income tax, under any circumstances.
- (14) *Sexual orientation*. Actual or perceived homosexuality, heterosexuality, or bisexuality.
- (15) *Veteran/military status*. An individual's status as one who serves or served in the uniformed services, military, naval or air service, and who was discharged or released under conditions other than dishonorable.

Sec. 13-5003. - Civil rights declared.

The right of an otherwise qualified person to be free from discrimination because of that person's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status is recognized as and declared to be a civil right. This right shall include, but not be limited to, all of the following:

- (1) The right to obtain and hold employment and the benefits associated therewith without discrimination.
- (2) The right to the full enjoyment of any of the accommodations, advantages, facilities, or privileges of any place of public resort, accommodation, assemblage, or amusement without discrimination.
- (3) The right to engage in property transactions, including obtaining housing for rental or sale and credit therefor, without discrimination.
- (4) The right to exercise any right granted under this article without suffering coercion or retaliation.

Sec. 13-5004. - Exceptions.

Notwithstanding the foregoing, the following are not discriminatory practices prohibited by subsection 13-5002(3) of this article:

- (1) A religious corporation, association, or society that employs an individual of a particular religion to perform work connected with the performance of religious activities by the corporation, association, or society.
- (2) An employer who observes the conditions of a bona fide affirmative action plan or a bona fide seniority system which is not a pretext to evade the purposes of this article.
- (3) A business is not required to hire unqualified or incompetent personnel.
- (4) This article does not prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable and equitable dress or grooming standards not prohibited by other provisions of federal, state or local law, provided that all employees are permitted to dress in a manner consistent with their gender identity.
- (5) This article does not prohibit a nonprofit private club in fact not open to the public, which as an incident to its primary purpose provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy to its members or from giving preference to its members.
- (6) A business is not required to make changes to any existing facility that would require a building permit, except as otherwise required by law.
- (7) This article does not prohibit a religious organization from limiting its non-commercial accommodations, advantages, facilities, membership, and privileges to persons of the same religion.

Sec. 13-5005. - Enforcement.

Subject to the procedures developed by the City of East Point, the city shall receive and shall initiate, investigate, seek to conciliate, hold hearings on and/or pass upon complaints alleging violations of this article.

- (1) Any person aggrieved by a potential violation of this article may file a complaint with the city clerk on a form to be provided by the city. Any such complaint must be filed within ninety (90) calendar days after the alleged act of discrimination. A filing fee of \$50.00 shall be paid by the complainant at the time of filing and may be refunded upon a finding in the complainant's favor.
- (2) The city clerk shall cause the complaint to be served to the alleged violator within seven (7) business days of receipt of properly filed complaint via priority first class mail, certificate of mailing, or via statutory overnight delivery.
- (3) The city clerk shall cause a copy of the complaint to be served upon the hearing officer three (3) business days of receipt of properly filed complaint, via electronic mail. The hearing officer shall be a competent attorney at law of good standing in his/her profession and have experience in the area of constitutional law and employment discrimination.
- (4) The hearing officer shall review the complaint and answer, if any, to determine if the complaint is in conformity of the requirements, is unjustified, frivolous, or patently unfounded, or demonstrates facts sufficient enough to invoke disciplinary jurisdiction as set forth in this article. Should the hearing officer determine that the complaint does not meet requirements, he/she may dismiss, however must state the reasons for dismissal in his/her report.
- (5) Upon determination that the complaint should not be dismissed, the hearing officer shall refer the complaint to a mediator for non-binding mediation. Notice of mediation will be sent to the complainant and alleged violator not less than ten (10) business days in advance. Participation is voluntary; however, the case shall be dismissed should the complainant not attend or show just cause for not participating. Any mediation hereunder shall be conducted in accordance with procedures to be established by the mediator.
- (6) If, within ten (10) business days of the conclusion of mediation, either party notifies the city clerk in writing that such person is dissatisfied with the results, or if the alleged violator elects not to participate in mediation, the complaint shall be referred to the hearing officer.
- (7) The hearing officer shall be empowered to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file.
- (8) In all hearing officer proceedings, the burden of proof shall be placed upon the complaining party. Further, the quantum of proof required to establish a violation under this article shall be based upon a preponderance of the evidence.
- (9) Either party may call a witness by submitting a request in writing to the hearing officer, seven business days in advance of the hearing. The request must explain the importance of the witness. Either party may choose to be represented by legal counsel or to not testify.

- (10) Within seven (7) business days of completion of the investigation, to include a hearing. The hearing officer shall either:
- a. Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the City of East Point, or
 - b. Find that a violation of this article has occurred, and thus the hearing officer may apply a civil penalty of \$500.00 for the first violation and \$1,000.00 or suspension/revocation of the occupation tax certificate for subsequent violations. The hearing officer may recommend that the violator's occupation tax certificate be revoked. The recommendation for revocation must be voted upon by city council within sixty (60) days of the hearing officer's recommendation.
- (11) The mediator's fees and the hearing officer's fees shall be assessed to the non-prevailing party unless the hearing officer determines that circumstances warrant assessing the cost in some other manner.
- (12) The hearing officer must submit all documentation of his/her decisions to the city manager, mayor and city council within ten business days of the conclusion and determination of the claim.
- (13) Any party adversely affected by the final decision regarding the complaint may appeal to the City of East Point Municipal Court. The appeal must be filed in writing with the city court clerk within fourteen (14) calendar days of the adverse decision. In the case that a revocation must be voted upon by city council, the decision is not final until the city council has undertaken the vote.

Sec. 13-5006. - Other remedies.

This article may not be construed to limit any other remedies available under local, state, or federal law.

Sec. 13-5007. - Report of hate crimes.

- (a) Definition of hate crime. Any crime committed because of the actual or perceived race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status of the victim.
- (b) Responsibilities of law enforcement and other officials.
- (1) The City of East Point shall develop guidelines for the identification, investigation, documentation, and reporting of hate crimes committed within the corporate limits of the City of East Point.
 - (2) The City of East Point shall provide training to its law enforcement personnel on local, state, and federal laws involving hate crimes as well as departmental policies on proper identification, investigation, documentation, and reporting of hate crimes.
 - (3) The City of East Point shall ensure that sufficient resources are made available to the East Point Police Department to develop and implement a standardized system for collecting and analyzing hate crimes committed within the corporate limits of the city.

- (4) The City of East Point shall provide annual statistical data regarding the occurrence of hate crimes and the groups or individuals targeted to the Federal Bureau of Investigation, pursuant to 28 U.S.C. 534, for entry into the national crime information databases.

Severability

The provisions of this ordinance are declared to be severable. In the event any section, paragraph, sentence, clause, or phrase of this ordinance are declared to be invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of a court of competent jurisdiction, it is the intent of the Mayor and Council that said provision shall be severable and all other portions of this ordinance shall remain in place, valid, and enforceable.

BE IT ORDAINED by the City Council of East Point, this _____ day of _____, 2020.

First Reading: _____

Adoption: _____

CITY OF EAST POINT, GEORGIA

Deana Holiday Ingraham, Mayor

ATTEST:

APPROVED AS TO FORM:

Keshia McCullough, City Clerk

Brad Bowman, City Attorney

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 11 (“BUSINESS LICENSING AND REGULATION”) TO CREATE ARTICLE 1 (“UNLAWFUL DISCRIMINATION”), SECTIONS 11-1-1 (“PURPOSE AND INTENT”) THROUGH SECTION 11-1-7 (“REPORT OF HATE CRIMES”) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

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

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

WHEREAS, the governing authority of the City finds it desirable to create regulations regarding employment discrimination.

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

Section One. Chapter 11 (Business Licensing and Regulation) of the City Code of Ordinances is hereby amended by creating Article 1 (Unlawful Discrimination), Sections 11-1-1 (Purpose and Intent) through Section 11-1-7 (Report of hate crimes), which shall state as follows:

Sec. 11-1-1. - Purpose and intent.

It is the purpose and intent of the Hapeville City Council to protect and safeguard the right and opportunity of all persons to be free from all forms of discrimination, including discrimination based on actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identify, age, disability, marital status, familial status, or veteran/military status. The council's purpose in enacting this article is to promote the public health and welfare of all persons who live and work in the City of Hapeville. It is important for the city to ensure that all persons within the city have equal access to employment, housing, and public accommodations.

Sec. 11-1-2. - Definitions.

For the purposes of this article, the following terms shall have the following meanings:

- (1) *Age*. An individual's status as having obtained 40 or more years of age.
- (2) *Business*. Any person or entity conducting business within the city, which is required to obtain a license or permit.
- (3) *Discriminate, discrimination or discriminatory*. Any act, policy or practice that, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's actual or perceived race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran status.
- (4) *Employee*. Any individual employed by or seeking employment from an employer, excluding any individual employed by his or her parents, spouse, or child.
- (5) *Employer*. A person who employs one or more employees in the City of Hapeville, or any agent of such person.
- (6) *Familial status*. Means an individual's past, current or prospective status as parent or legal guardian to a child or children below the age of 18 who may or may not reside with that individual.
- (7) *Gender identity*. The actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.
- (8) *Hearing officer*. A person charged with determining the validity of alleged violations of this article, and upon determining that a violation has occurred, assessing appropriate damages, penalties, fines or costs.
- (9) *Marital status*. An individual's past, current, or prospective status as single, married, domestically partnered, in a civil union, divorced, or widowed.
- (10) *National origin*. An individual's, or an individual's ancestor's, place of origin.
- (11) *Place of public resort, accommodation, assemblage, or amusement*. Any place, store, or other establishment, either licensed or unlicensed, that supplies accommodations, goods, or services to the general public, or that solicits or accepts the patronage or trade of the general public, or that is supported directly or indirectly by government funds.
- (12) *Religion*. All aspects of religious belief, observance, and practice.
- (13) *Religious organization*. An entity which conducts regular worship services or is qualified as a religious organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, that is not required to file IRS Form 990, return of organization exempt from income tax, under any circumstances.
- (14) *Sexual orientation*. Actual or perceived homosexuality, heterosexuality, or bisexuality.
- (15) *Veteran/military status*. An individual's status as one who serves or served in the uniformed services, military, naval or air service, and who was discharged or released under conditions other than dishonorable.

Sec. 11-1-3. - Civil rights declared.

The right of an otherwise qualified person to be free from discrimination because of that person's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status is recognized as and declared to be a civil right. This right shall include, but not be limited to, all of the following:

- (1) The right to obtain and hold employment and the benefits associated therewith without discrimination.
- (2) The right to the full enjoyment of any of the accommodations, advantages, facilities, or privileges of any place of public resort, accommodation, assemblage, or amusement without discrimination.
- (3) The right to engage in property transactions, including obtaining housing for rental or sale and credit therefor, without discrimination.
- (4) The right to exercise any right granted under this article without suffering coercion or retaliation.

Sec. 11-1-4. - Exceptions.

Notwithstanding the foregoing, the following are not discriminatory practices prohibited by subsection 11-1-2(3) of this article:

- (1) A religious corporation, association, or society that employs an individual of a particular religion to perform work connected with the performance of religious activities by the corporation, association, or society.
- (2) An employer who observes the conditions of a bona fide affirmative action plan or a bona fide seniority system which is not a pretext to evade the purposes of this article.
- (3) A business is not required to hire unqualified or incompetent personnel.
- (4) This article does not prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable and equitable dress or grooming standards not prohibited by other provisions of federal, state or local law, provided that all employees are permitted to dress in a manner consistent with their gender identity.
- (5) This article does not prohibit a nonprofit private club in fact not open to the public, which as an incident to its primary purpose provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy to its members or from giving preference to its members.
- (6) A business is not required to make changes to any existing facility that would require a building permit, except as otherwise required by law.
- (7) This article does not prohibit a religious organization from limiting its non-commercial accommodations, advantages, facilities, membership, and privileges to persons of the same religion.

Sec. 11-1-5. - Enforcement.

Subject to the procedures developed by the City of Hapeville, the city shall receive and shall initiate, investigate, seek to conciliate, hold hearings on and/or pass upon complaints alleging violations of this article.

- (1) Any person aggrieved by a potential violation of this article may file a complaint with the city clerk on a form to be provided by the city. Any such complaint must be filed within ninety (90) calendar days after the alleged act of discrimination. A filing fee of \$50.00 shall be paid by the complainant at the time of filing and may be refunded upon a finding in the complainant's favor.
- (2) The city clerk shall cause the complaint to be served to the alleged violator within seven (7) business days of receipt of properly filed complaint via priority first class mail, certificate of mailing, or via statutory overnight delivery.
- (3) The city clerk shall cause a copy of the complaint to be served upon the hearing officer three (3) business days of receipt of properly filed complaint, via electronic mail. The hearing officer shall be a competent attorney at law of good standing in his/her profession and have experience in the area of constitutional law and employment discrimination.
- (4) The hearing officer shall review the complaint and answer, if any, to determine if the complaint is in conformity of the requirements, is unjustified, frivolous, or patently unfounded, or demonstrates facts sufficient enough to invoke disciplinary jurisdiction as set forth in this article. Should the hearing officer determine that the complaint does not meet requirements, he/she may dismiss, however must state the reasons for dismissal in his/her report.
- (5) Upon determination that the complaint should not be dismissed, the hearing officer shall refer the complaint to a mediator for non-binding mediation. Notice of mediation will be sent to the complainant and alleged violator not less than ten (10) business days in advance. Participation is voluntary; however, the case shall be dismissed should the complainant not attend or show just cause for not participating. Any mediation hereunder shall be conducted in accordance with procedures to be established by the mediator.
- (6) If, within ten (10) business days of the conclusion of mediation, either party notifies the city clerk in writing that such person is dissatisfied with the results, or if the alleged violator elects not to participate in mediation, the complaint shall be referred to the hearing officer.
- (7) The hearing officer shall be empowered to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file.
- (8) In all hearing officer proceedings, the burden of proof shall be placed upon the complaining party. Further, the quantum of proof required to establish a violation under this article shall be based upon a preponderance of the evidence.
- (9) Either party may call a witness by submitting a request in writing to the hearing officer, seven business days in advance of the hearing. The request must explain the importance of the witness. Either party may choose to be represented by legal counsel or to not testify.

- (10) Within seven (7) business days of completion of the investigation, to include a hearing. The hearing officer shall either:
- a. Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the City of Hapeville, or
 - b. Find that a violation of this article has occurred, and thus the hearing officer may apply a civil penalty of \$500.00 for the first violation and \$1,000.00 or suspension/revocation of the occupation tax certificate for subsequent violations. The hearing officer may recommend that the violator's occupation tax certificate be revoked. The recommendation for revocation must be voted upon by city council within sixty (60) days of the hearing officer's recommendation.
- (11) The mediator's fees and the hearing officer's fees shall be assessed to the non-prevailing party unless the hearing officer determines that circumstances warrant assessing the cost in some other manner.
- (12) The hearing officer must submit all documentation of his/her decisions to the city manager, mayor and city council within ten business days of the conclusion and determination of the claim.
- (13) Any party adversely affected by the final decision regarding the complaint may appeal to the City of Hapeville Municipal Court. The appeal must be filed in writing with the city court clerk within fourteen (14) calendar days of the adverse decision. In the case that a revocation must be voted upon by city council, the decision is not final until the city council has undertaken the vote.

Sec. 11-1-6. - Other remedies.

This article may not be construed to limit any other remedies available under local, state, or federal law.

Sec. 11-1-7. - Report of hate crimes.

- (a) *Definition of hate crime.* Any crime committed because of the actual or perceived race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status of the victim.
- (b) *Responsibilities of law enforcement and other officials.*
 - (1) The City of Hapeville shall develop guidelines for the identification, investigation, documentation, and reporting of hate crimes committed within the corporate limits of the City of Hapeville.
 - (2) The City of Hapeville shall provide training to its law enforcement personnel on local, state, and federal laws involving hate crimes as well as departmental policies on proper identification, investigation, documentation, and reporting of hate crimes.
 - (3) The City of Hapeville shall ensure that sufficient resources are made available to the Hapeville Police Department to develop and implement a standardized system for collecting and analyzing hate crimes committed within the corporate limits of the city.

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(4) The City of Hapeville shall provide annual statistical data regarding the occurrence of hate crimes and the groups or individuals targeted to the Federal Bureau of Investigation, pursuant to 28 U.S.C. 534, for entry into the national crime information databases.

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

Section Three. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

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ATTEST:

Crystal Griggs-Epps, City Clerk

APPROVED BY:

City Attorney