

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

Join Online at: <https://us02web.zoom.us/j/81100667230>
Or Dial 888 788 0099 (Toll Free) Webinar ID: 811 0066 7230

August 18, 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. Presentations

- 4.I. Southern Fulton Comprehensive Transportation Plan Draft Recommendations presented by Inga Kennedy

Background:

Ms. Kennedy will present the Southern Fulton Comprehensive Transportation Plan draft recommendations to Mayor and Council.

Documents:

1. SFCTP Hapeville City Council Presentation

- 4.II. Hapeville AeroATL Model Mile Alternatives Presentation by Matthew Wilder

Background:

Matthew Wilder of Pond & Company will present alternative concept designs for the Hapeville AeroATL Model Mile.

Documents:

1. HAPEVILLE_CONCEPTDESIGN_2020-0814 (4)

5. 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 17th. 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.

5.I. Consideration And Action On A Special Exception At 590 South Central Avenue

Background:

Consideration of a Special Exception to replace an existing drive through lane with a drive-up Automated Teller Machine (ATM) accessory to the Wells Fargo Bank located at 590 South Central Avenue, Parcel Identification Number 14 009800200489 to be located on the south side of the building replacing a teller drive-through lane. The property is zoned RMU, Residential Mixed-Use and is within the A-D, Arts District overlay.

The Planning Commission considered this item on August 11, 2020 and recommended approval. Staff supports their recommendation.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. 590 South Central Avenue - Application_Redacted
2. Planners Report Special Exception 590 S Central Ave
3. Legal Adv 08-18-2020_590 S. Central Avenue_Special Exception_ATM
4. SUMMARY MINUTES - 08-11-2020

5.II. Consideration on a Text Amendment to the Official Major Street Plan - 1st Reading

Background:

Consideration of an amendment to the Major Street Plan, City of Hapeville, Georgia, Chapter 93 (Zoning), Article 2 (General Provisions), Section 93-2-4 (Major street plan) for the purpose of updating the City's Major Street Plan.

The City of Hapeville received a proposal from Chick Fil A Inc. for a new consolidated site plan with properties across Sherman Road along North Central Avenue. On June 2, 2020, the Mayor and Council approved the request to abandon Sherman Road, subsequently requiring adoption of the updated Major Street Plan.

The Planning Commission considered this item on July 14, 2020 and recommended approval. Staff supports their recommendation.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Ordinance - Major Street Plan (02513989xA0B3B)
2. Official Major Street Plan - Exhibit A
3. Planners Report Major Street Plan Change 040920
4. LEGAL ADV - 08-18-2020_Major Street Plan
5. MINUTES - 07-14-2020 (2)_draft

5.III. Consideration on a Text Amendment to U-V (Urban Village) for Townhome Density - 1st

Reading

Background:

Consideration of an amendment to Article 11.2 (Urban Village), Section 93-11.2-3 (Permitted uses) and Article 22.1 (Dimensional Requirements), Section 93-22.2-1 (Chart of dimensional requirements).

Staff has identified discrepancies and unclear language in the Zoning Code regarding the number of townhomes allowed per building in the U-V, Urban Village zoning district. The proposed text amendment corrects the text to reflect the requirements of the most current ordinances.

The Planning Commission considered this item on July 14, 2020 and recommended approval. Staff supports their recommendation.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Ordinance - Text Amendment Town homes in UV (02421599xA0B3B)
2. Exhibit A - Chart
3. Planner's Report Text Amendment U-V Townhome Density
4. LEGAL ADV - 08-18-2020_Townhomes in UV
5. MINUTES - 07-14-2020 (2)_draft

6. Questions on Agenda Items

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

7. Consent Agenda

7.I. Consideration And Action To Enter Into A Memorandum Of Understanding With Hapeville Elementary School To Allow For Emergency Evacuation Of School Facilities To The Hoyt Smith Recreation Center

Background:

This agreement will allow for the students and teachers to evacuate its facility and relocate to the Hoyt Smith Recreation Center in case of an emergency.

Documents:

1. Memorandum of Understanding

7.II. Consideration and Action on Financing Bank and Financing Terms for financing Vehicles and Equipment for Fire Department and Police Department.

Background:

The Fire Department and Police Department have requested to purchase three (3) Police Vehicles (estimated cost of \$182,000), Fire Truck (estimated cost of \$550,000) and new Fire Department Vehicle - Ford Explorer (estimated cost of \$40,000), all with an estimated total cost of \$772,000.00. These items were previously approved in the FY2020-2021 budget.

Finance staff recently submitted RFPs to three (3) banks (BB&T Corporation – Now Truist Bank, Regions Equipment Finance Corporation and Bank OZK) to finance these items. After receiving proposals from all three banks, BB&T Corporation submitted the best financing opportunity for the City of Hapeville. Therefore, staff recommends BB&T Corporation / Truist Bank to finance requested purchase items for 60 months at an APR of 1.71%.

Documents:

1. TERM SHEET_REGIONS EQUIPMENT FINANCE CORPORATION_2020
2. TERM SHEET_BRANCH BANKING & TRUST (BB&T)_(NOW TRUIST)_2020
3. TERM SHEET_BANK OZK_2020
4. POLICE VEHICLES - DODGE DURANGO (3) - AKINS FORD DODGE JEEP CHRYSLER-2020
5. FIRE TRUCK_SUTPHEN CUSTOM PUMPER-2020
6. 2020 FORD EXPLORER-2020
7. Hapeville LS HAP-081120
8. Hapeville Project Account

7.III. Consideration and Action on Axon Agreement and to Authorize the Mayor to Sign Document

Background:

On August 4, Mayor and Council approved the Axon quote presented for body cameras. Attached for consideration and action is the agreement.

Documents:

1. Hapeville GA MSPA

7.IV. Consideration and Action to approve GS Construction Inc. in the amount of \$391,272 for the Annual Emergency Contract for the Construction and Maintenance of Water Lines, Sanitary Sewers and Storm Sewers and authorize Mayor Hallman to sign all necessary contracts.

Background:

On July 29th, the City received 6 bids for the Annual Emergency Contract for the construction and maintenance of water lines, sanitary sewers and storm sewers. GS construction was the lowest responsive bidder with a total combined bid of \$ 391,272. The next lowest responsive bidder was Site Engineering with a total combined bid of \$ 507,128.50. The other bids were disqualified due to exceeding the required three percent contract bond maximum.

Documents:

1. Hapeville Annual Contract_Bid Tabulation_(Contract 1)
2. Hapeville Annual Contract_Bid Tabulation_(Contract 2)
3. Bid Recommendation Letter

8. Old Business

9. New Business

9.I. Consideration and Action on Ordinance to Appoint Members to the Design Review Committee and Board of Appeals

Background:

The Design Review Committee and Board of Appeals both have a vacancy due to recent resignations. Staff has advertised in the local newspaper and on the City's website for both positions and only one application was received for each board. Listed below are the candidates interested in the positions.

**Design Review Committee - Gregory Morgan
Board of Appeals - Martha Revelo**

The candidates will be present Tuesday evening to introduce themselves and answer any questions Mayor and Council may have. Staff respectfully requests appointing candidates to each board.

Applications are attached for review.

Documents:

1. Ordinance - Board Appointments
2. Gregory Morgan Application - Design Review Committee_Redacted
3. Martha Revelo Application - Board of Appeals_Redacted

9.II. Consideration on a Draft Resolution Naming the Future Soccer and Football Fields at the Tom E. Morris Sports Complex the "Gary P. Cooley Memorial Fields"

Background:

Councilman Horsley will initiate a discussion on memorializing employee, Gary Cooley and his humble service in maintaining park grounds in the City of Hapeville. The City of Hapeville was awarded a grant to change the current location of the softball field to be a soccer and football practice field. It is expected to be completed before the summer of 2021. Attached for consideration is a draft resolution naming the future fields the "Gary P. Cooley Memorial Fields".

Documents:

1. Resolutions 2020.08.25

9.III. Discussion Initiated by Councilman Horsley Regarding Land and Water Conservation Fund for Funding a Splash Pad

Background:

The Department of Natural Resources' LWCF (Land and Water Conservation Fund) grant offers funds requiring a 50% match for various projects, some of which previously funded include splash pads. Since a stated desire of the Tourism Product Development Committee and Mayor and Council was to build a splash pad, this could be a potential funding source to

extend those dollars.

Documents:

1. 2020Workshops_MASTER (1)

9.IV. Discussion Initiated by Councilman Horsley regarding Seasonal Food and Snow Cone Establishments

Background:

Councilman Horsley will initiate a discussion regarding seasonal food and snow cone establishments and whether this could be an amendment to the previously passed food truck ordinance, or a separate ordinance in-and-of itself.

The vendor's desire is to bring an "in-place" unit, a modified cube shaped shipping container as a seasonal business. He desires to set up in an existing business' parking lot or has even mentioned the idea of renting a space in Jess Lucas Park from the City. Attached for review are various images of what the vendor would like to implement but is currently limited by code.

Documents:

1. Sample Language from Oklahoma
2. Wow Sno pic 1
3. WOW Sno pic 2
4. WOW Sno pic 3
5. WOW Sno pic 4
6. WOW Sno pic 5
7. WOW Sno pic 6
8. WOW Sno pic 7
9. WOW Sno pic 8
10. WOW Sno pic 9
11. WOW Sno pic 10
12. WOW Sno Presentation

9.V. Discussion on a Request by Lorenn Fey of Academy Theatre Performance Series in Jess Lucas Y-Teen Park

Background:

Lorenn Fey, Managing Director of Academy Theatre and Artistic Director, Robert Drake, request to present for Mayor and Council discussion or vote on city sponsored performances, one weekend each month in September through December.

Documents:

1. Academy Theatre - Jess Lucas Proposed Schedule

9.VI. Discussion on the Governor's Executive Order Signed August 15, 2020

Background:

Attached is the Governor's Executive Order and a City ordinance draft for discussion.

Documents:

1. Governors Executive Order 08.15.20.01_0 (1)
2. Ordinance - Local Option Face Covering Requirement

10. City Manager Report**11. Public Comments**

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

12. Mayor and Council Comments**13. Executive Session**

When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

14. Adjourn

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.



Southern Fulton County Comprehensive Transportation Plan

Final Plan Presentation for City Councils

August & September 2020



Agenda



What is the SFCTP?

Study Area, Milestones, and Schedule

How Were the Public & Stakeholders Engaged?

In-Person and Digital Engagement, COVID-19 Response

What are the Recommendations and How Did We Get There?

Project Prioritization Results, Recommendations

What's Next?

Adoption by City Councils

What is the SFCTP?

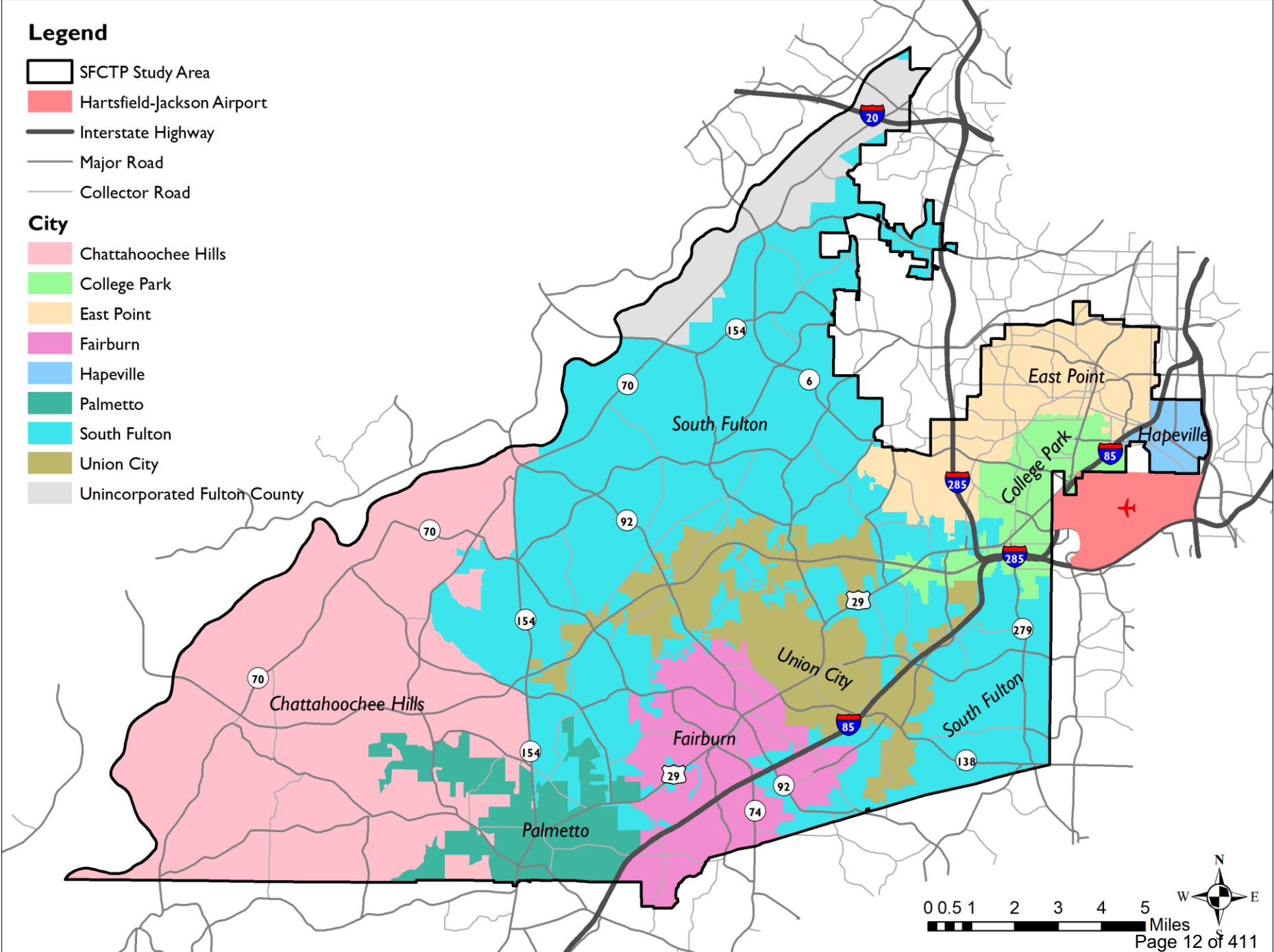
Study Area, Milestones, and Schedule

What is the SFCTP?

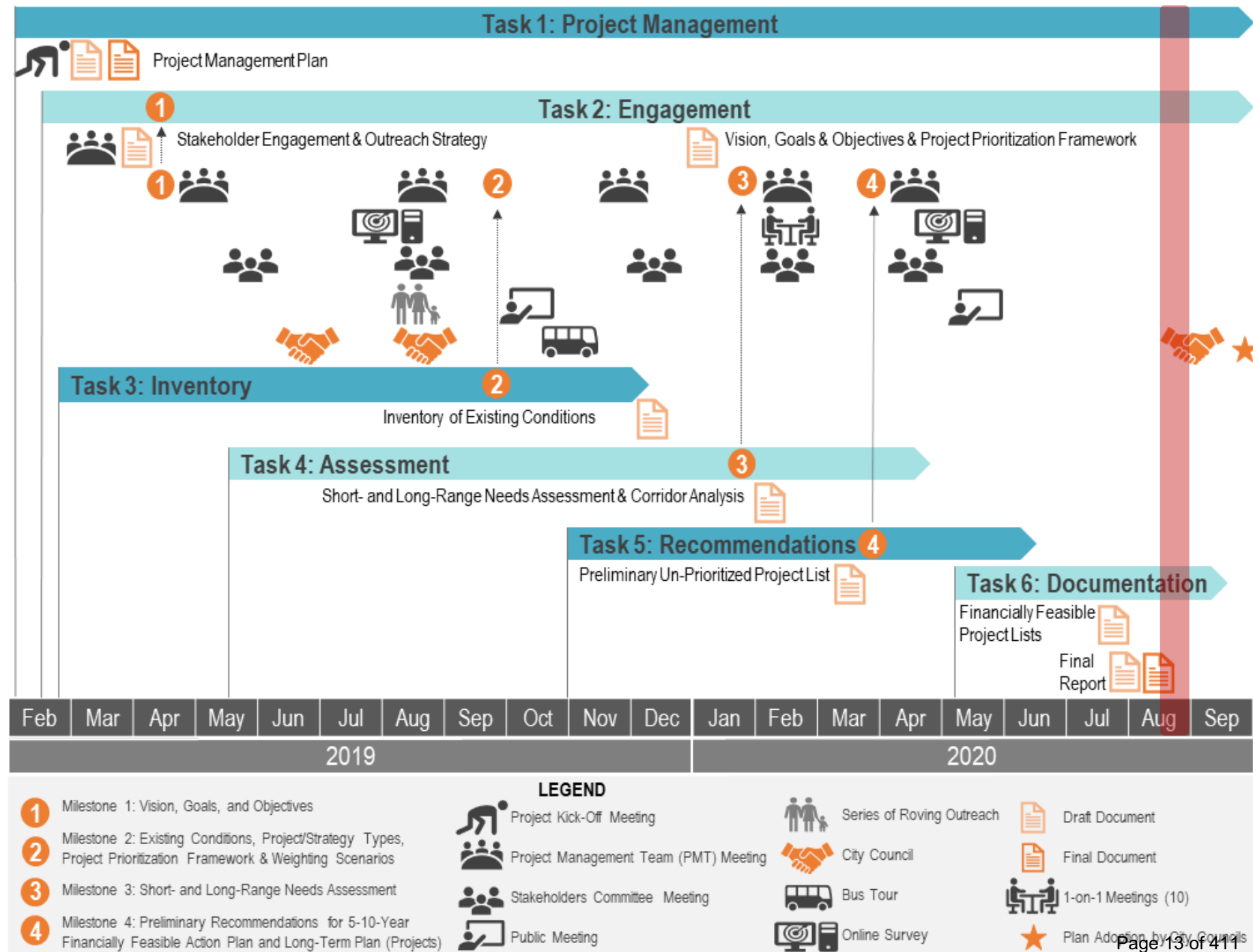
- Southern Fulton Comprehensive Transportation Plan (SFCTP)
- Master list of prioritized transportation projects for 8 cities across all modes providing mobility options for all users
 - Financially Feasible Plan
 - Short-Term (5 years)
 - Mid-Term (10 years)
 - Long Term (10+ years)
- Can be used to:
 - Populate project list for next SPLOST program
 - Apply for federal funding from ARC during project solicitation process



SFCTP Study Area



Plan Overview Milestones & Schedule



How Were the Public & Stakeholders Engaged?

In-Person and Digital Engagement, COVID-19 Response

How were stakeholders engaged?

6

Project
Management Team
(PMT) Meetings

5

Stakeholder
Committee (SC)
Meetings

1

Mayors' Charrette
(May 2019)

1

Bus Tour with
PMT, Stakeholders
and Local Elected
Officials

10

One-on-One
Meetings with
Cities, GDOT, and
MARTA

16

Presentations to
City Councils



How was the public engaged?

8

In-Person Public Meetings
(September 2019)

72

In-Person Public Meeting Attendees

3,011

Views of September 2019 Public Meetings

3

Live Recorded Virtual Public Meetings (May 2020)

1,179

Views of May 2020 Virtual Public Meetings

16

Presentations to City Councils

8

Roving Outreach Events in the Community

1,134

Responses to Survey #1

628

Responses to Survey #2

1

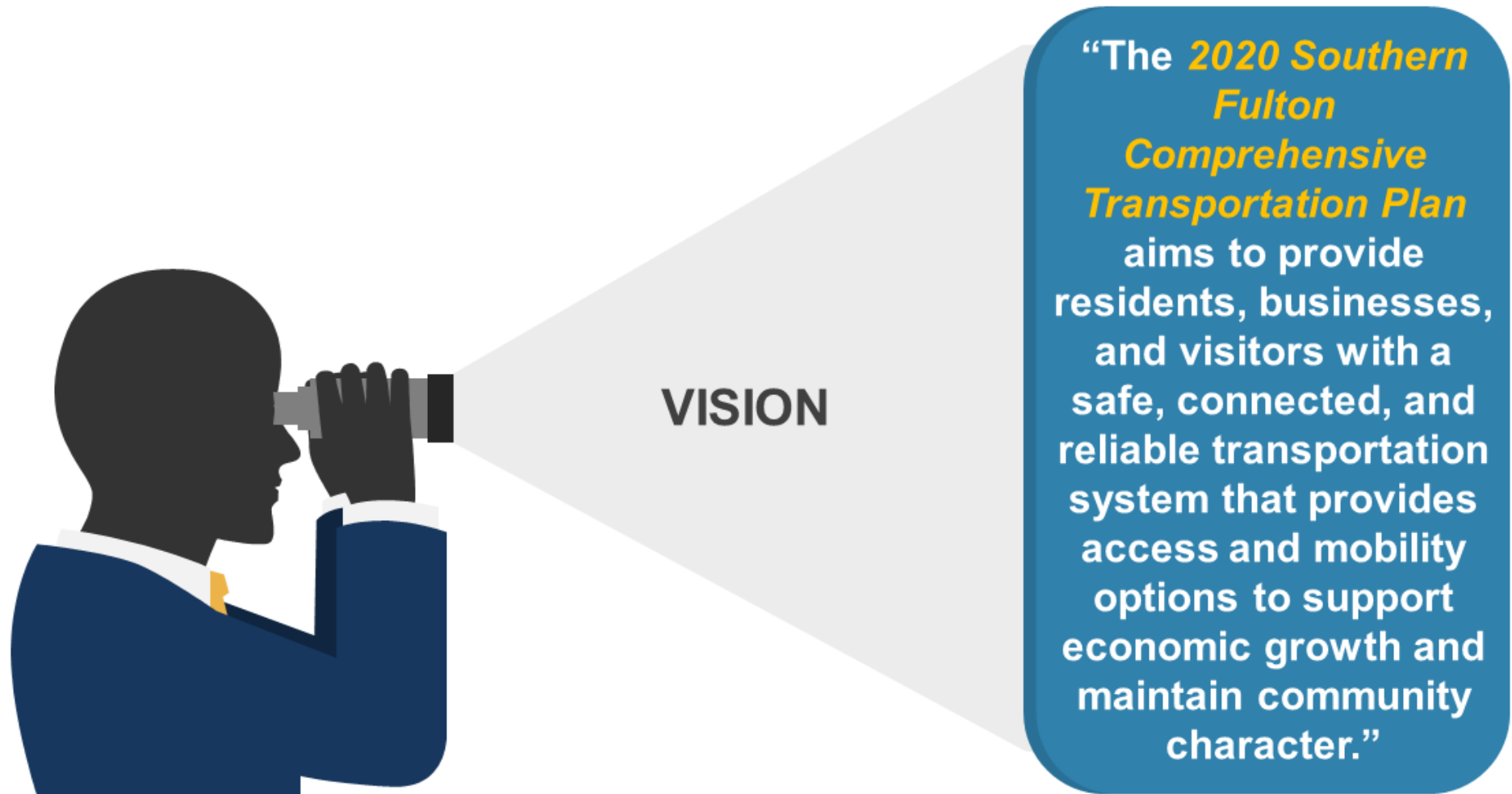
Online Mapping Tool for Project Comments



How Were Recommendations Developed and Prioritized?

Vision, Goals & Objectives, Needs Assessment, Project Prioritization Framework

What is the Vision?



What are the Goals & Objectives?



Goal 1: Provide safe and reliable mobility options for all.

	Objectives:
	Ensure the availability of transportation options for people of all ages and abilities.
	Provide new and improved transportation facilities that support existing and emerging modes.
	Promote last-mile connectivity to leverage existing and planned public transit.
	Facilitate the implementation of new and emerging technologies, such as connected and autonomous vehicles, to improve safety.



Goal 2: Provide a connected, reliable transportation system that operates efficiently and supports future growth.

	Objectives:
	Address existing and future congestion on major roads and intersections.
	Balance mobility and accessibility through improved access management.
	Promote innovative approaches for reducing congestion and promoting travel time reliability across multiple modes.
	Provide new or improved transportation connections.



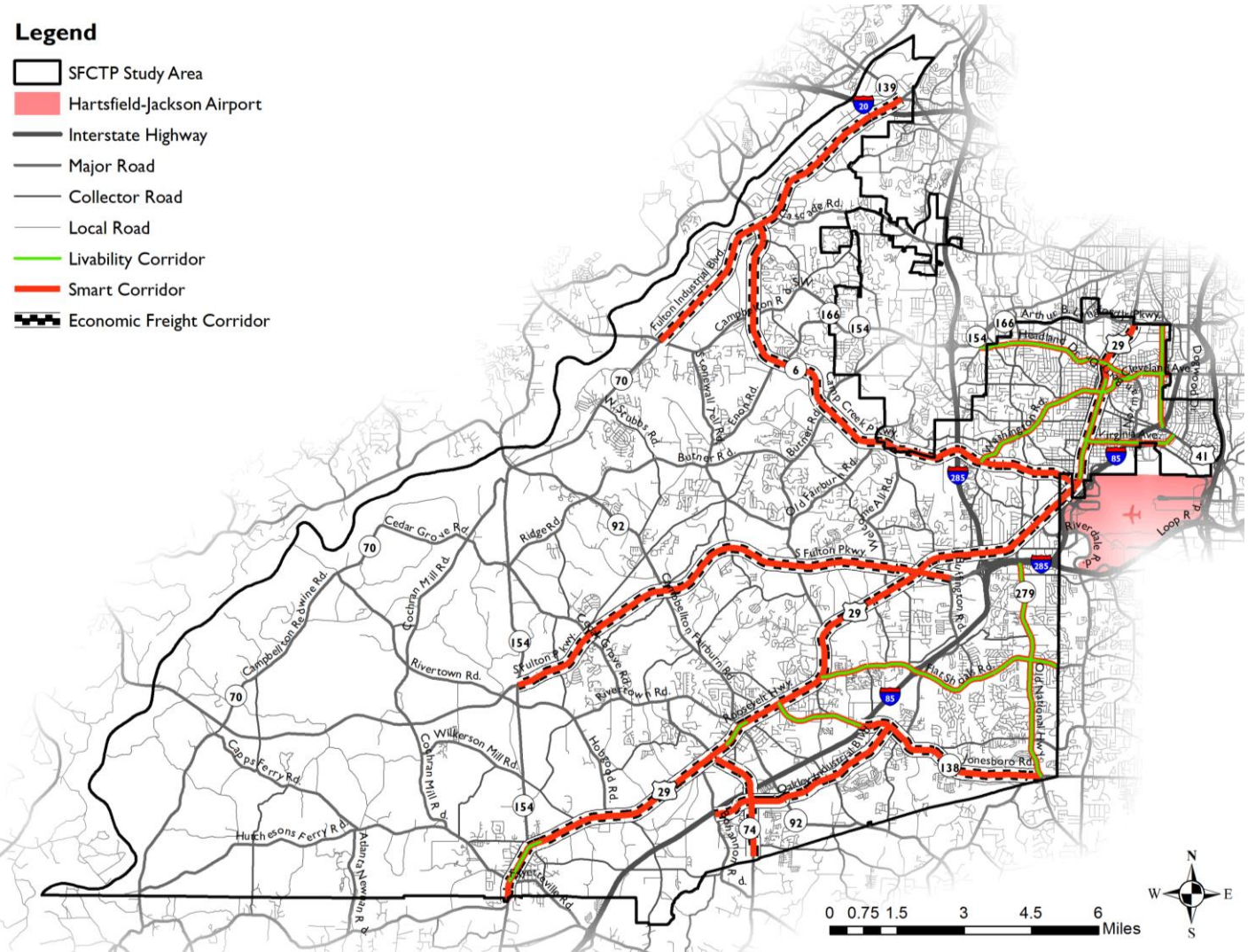
Goal 3: Promote economic growth in Southern Fulton and the metropolitan Atlanta region.

	Objectives:
	Ensure long-term success of regional economic generators, including the Hartsfield Jackson Atlanta International Airport and existing freight and logistics areas.
	Provide safe and efficient freight facilities that minimize conflicts with other modes and uses.
	Coordinate transportation improvements with local and regional land use and economic development plans to promote transportation facilities that support existing and future development patterns.
	Provide context-sensitive improvements that enhance the existing character of the area.

How did we account for different users along specific corridors?

Legend

-  SFCTP Study Area
-  Hartsfield-Jackson Airport
-  Interstate Highway
-  Major Road
-  Collector Road
-  Local Road
-  Livability Corridor
-  Smart Corridor
-  Economic Freight Corridor



A UNIQUE ASPECT OF THE SFCTP WAS THE DEVELOPMENT OF A CORRIDOR FRAMEWORK FOR CONSIDERATION DURING FUTURE LAND USE AND ZONING DECISIONS AND TO FOCUS THE TYPES OF TRANSPORTATION IMPROVEMENTS ALONG THE CORRIDOR BASED ON THE INTENDED USES.



Smart Corridors

Corridors where technology upgrades are most beneficial for improved safety and operations.



Livability Corridors

Corridors with commercial, residential, and mixed-use land uses, and activity centers. These corridors have high bicycle, pedestrian, and transit volumes.



Economic Freight Corridors

Corridors where projects focus on improving freight and economic activity. These corridors have heavy commercial vehicle volumes and industrial land uses.

How were projects evaluated?

- Projects were identified based on the Needs Assessment and stakeholder and public input
- The project prioritization evaluation criteria align with the Vision, Goals & Objectives and were developed and refined based on stakeholder and public input
- Specific metrics were identified for each evaluation criteria



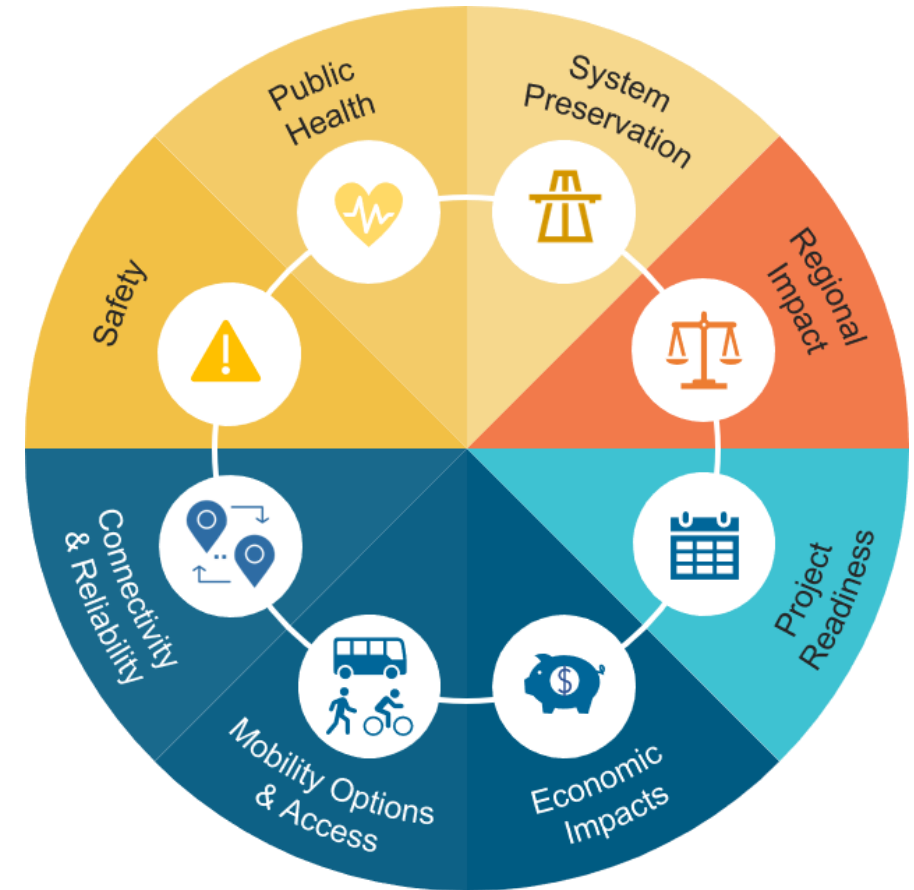
**Refined
Vision**



**Refined
Goals &
Objectives**

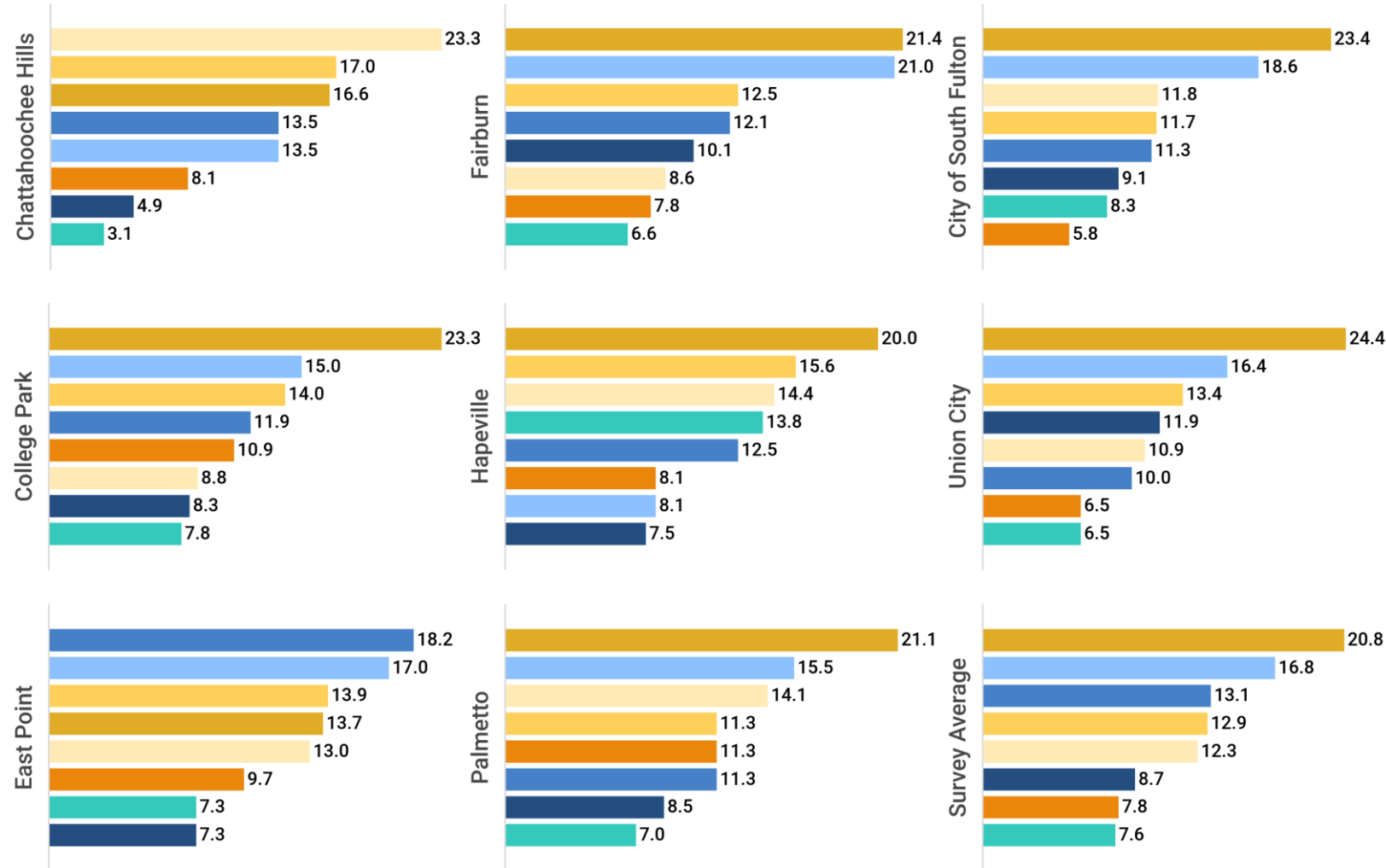
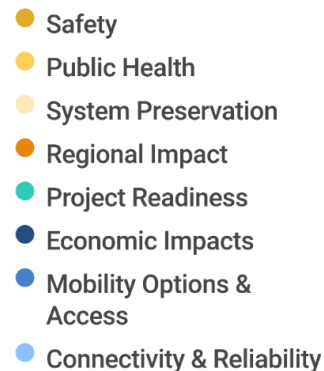


**Weighting
Scenarios**



How does the plan account for differing values among cities when prioritizing projects?

- Each city's prioritization weighting was evaluated based on the online survey in which respondents were asked to select their city.
- The average resulted in **Safety** as the top priority, followed by **Connectivity & Reliability** and **Mobility Options & Access**.



How did we prioritize projects?

- 01 Universe of Projects**
List of project ideas based on data needs and stakeholder input
- 02 Raw Score**
Based on the selected metrics
- 03 City Weighting**
Based on survey #1 results by city
- 04 Regional Weighting**
Based on all survey #1 results combined
- 05 Ranking**
Prioritized list of projects in order by combined city and regional score

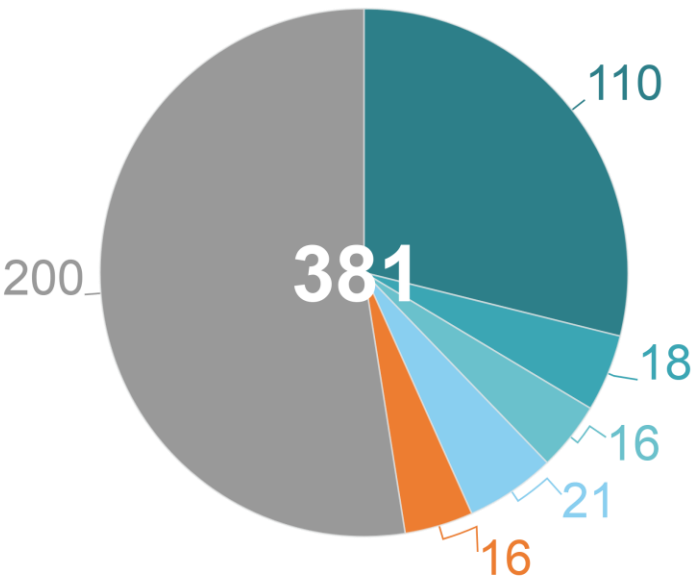


What Are the Recommended Projects?

Final Project Recommendations

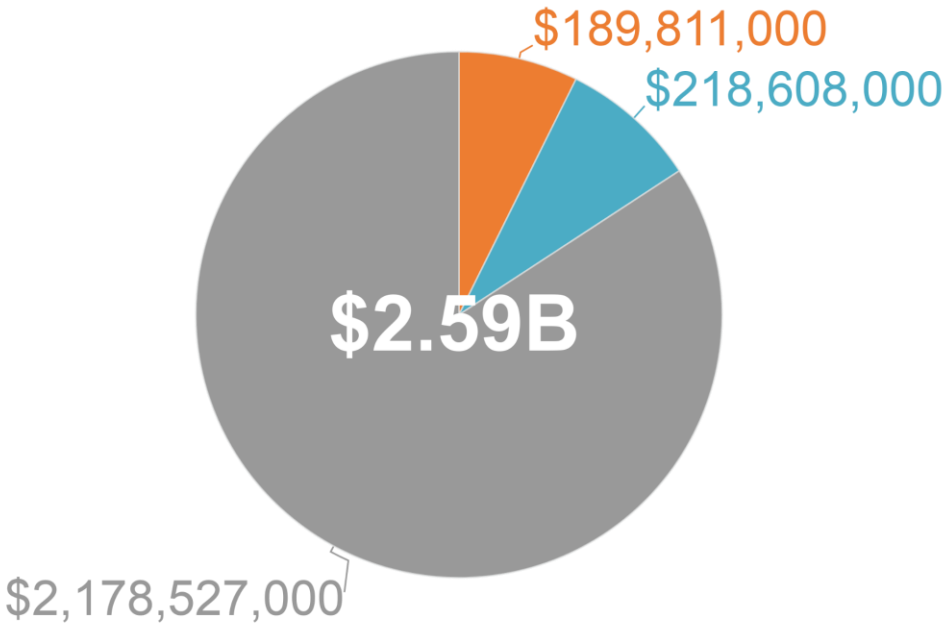
How many NEW projects are included in the recommendations?

Total Number of Projects



- Projects entirely funded within the 5-year timeframe
- Projects entirely funded within the 5-year & 10-year timeframe
- Projects entirely funded within the 6-10-year timeframe
- Projects beginning the 10-year timeframe with some funding in long-term
- Projects with some funding in each the 5-year, 10-year & long-term
- Long-term projects

Total Project Costs



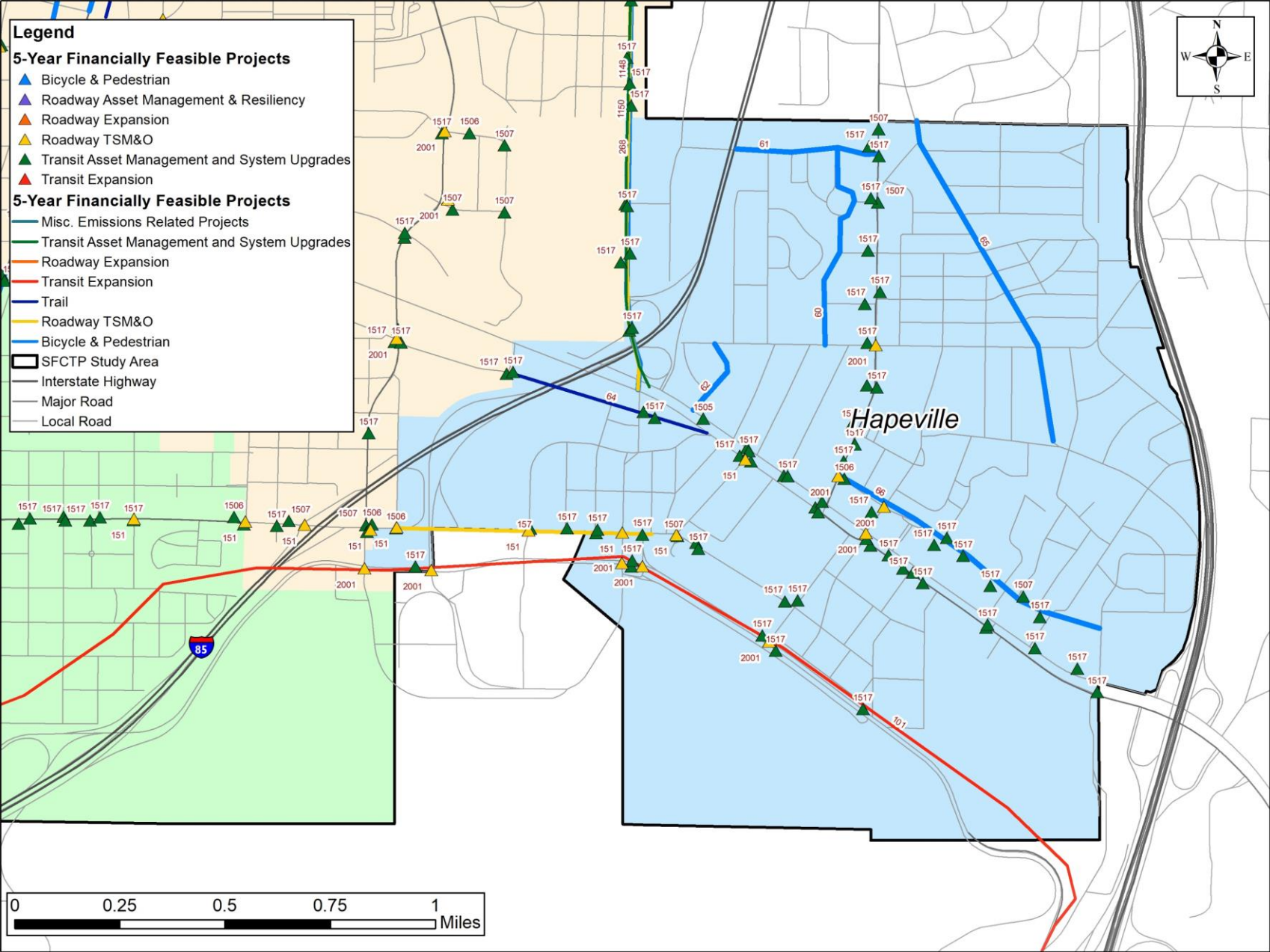
- Costs in the 5-year timeframe
- Costs in the 6-10-year timeframe
- Costs in the long-term timeframe

Recommendations Summary

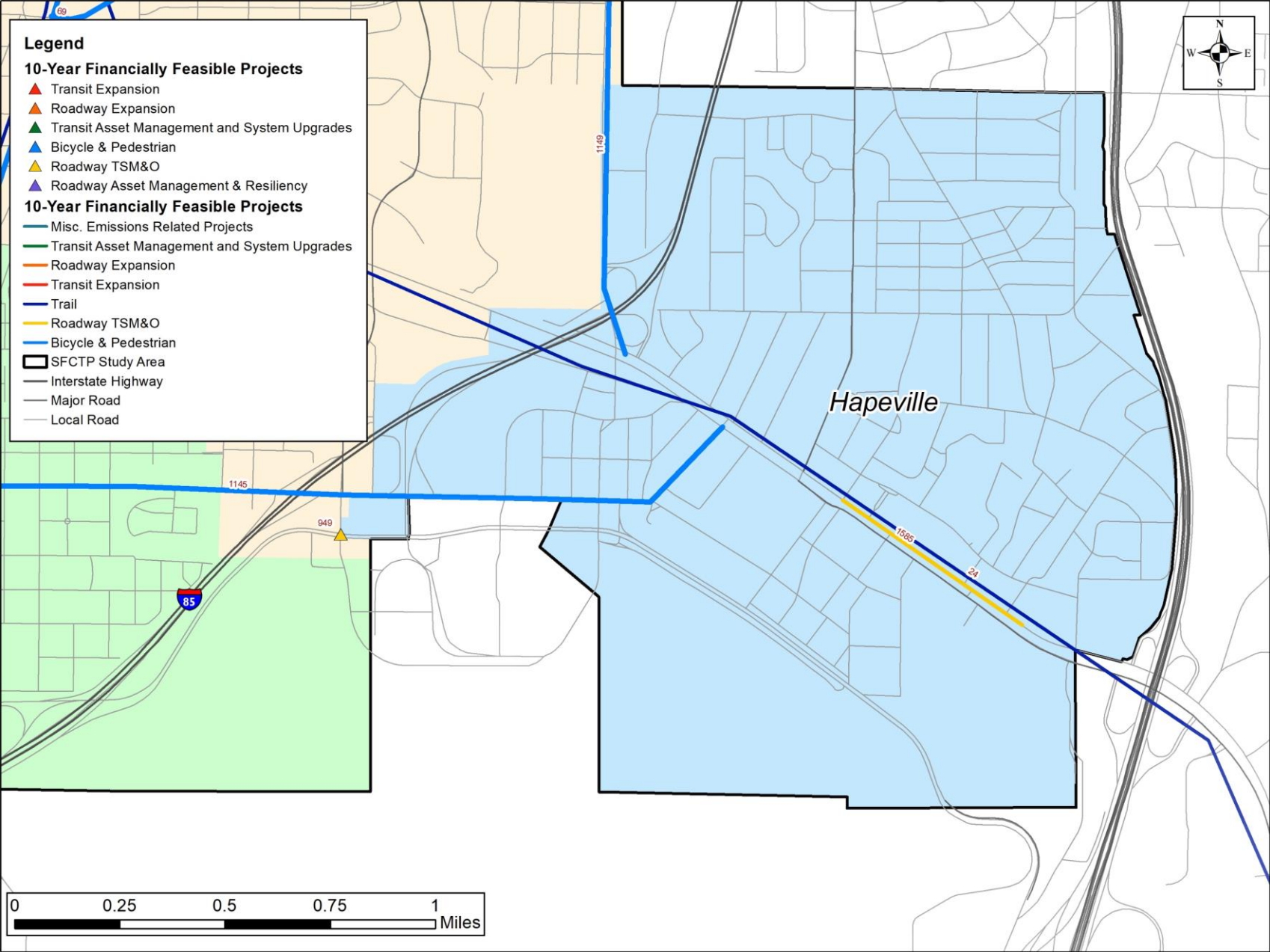
	5-Year Financially Feasible Plan		10-Year Financially Feasible Plan		Long-Term Plan		Total	
Jurisdiction*	No.	Cost	No.	Cost	No.	Cost	No.	Cost
Chattahoochee Hills	18	\$3,585,000	2	\$4,079,000	25	\$195,581,000	45	\$203,245,000
College Park	37	\$16,626,000	12	\$15,131,000	38	\$254,862,000	87	\$286,619,000
East Point	53	\$35,599,000	15	\$42,971,000	21	\$167,456,000	89	\$246,026,000
Fairburn	25	\$5,628,000	3	\$5,786,000	22	\$160,496,000	50	\$171,910,000
Hapeville	27	\$8,361,000	6	\$7,882,000	10	\$57,050,000	43	\$73,293,000
Palmetto	20	\$5,538,000	1	\$5,722,000	8	\$67,745,000	29	\$79,005,000
City of South Fulton	59	\$88,813,000	16	\$108,238,000	61	\$707,050,000	136	\$904,101,000
Union City	28	\$25,384,000	3	\$28,521,000	20	\$202,768,000	51	\$256,673,000
Unincorporated Fulton County	15	\$275,000	5	\$276,000	29	\$365,518,000	49	\$366,069,000
Southern Fulton Region	144	\$189,811,000	37	\$218,608,000	200	\$2,178,527,000	381	\$2,586,946,000

**Note that the numbers of projects by jurisdiction add up to more than the total number of projects because multi-jurisdictional projects are counted in each jurisdiction in which they are located. There are 11 project recommendations that apply to all jurisdictions and are included in each city's total. The totals also include non-capital project recommendations for plans and studies, which make up 21 of the 381 total project recommendations. Additionally, there are 28 recommendations for coordination and policies, which do not have costs associated with them and are not included in the totals.*

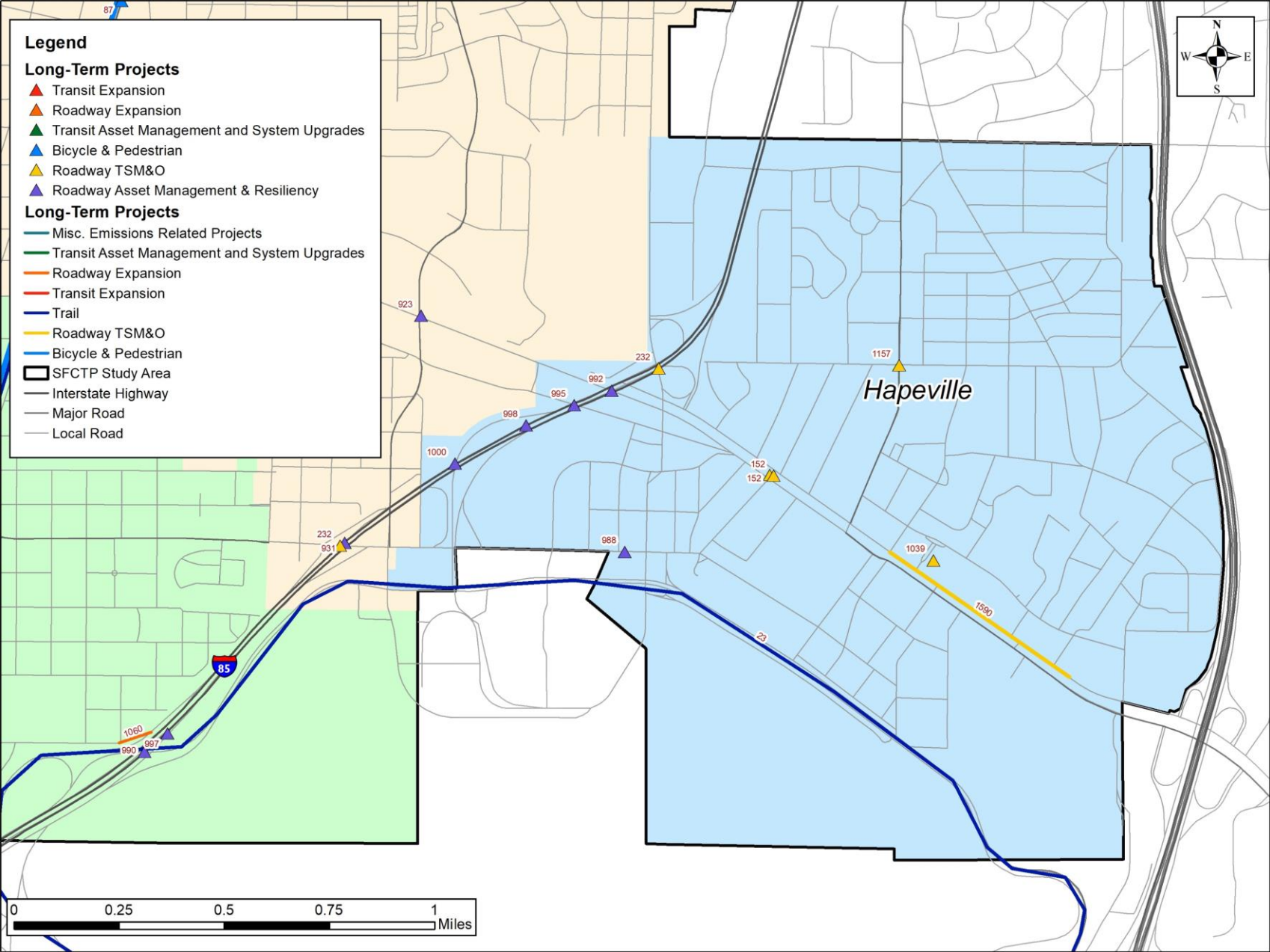
Where are the new Short-Term (5-Year) projects in Hapeville?



Where are the new Mid-Term (10-Year) projects in Hapeville?



Where are the new Long-Term (>10 Years) projects in Hapeville?

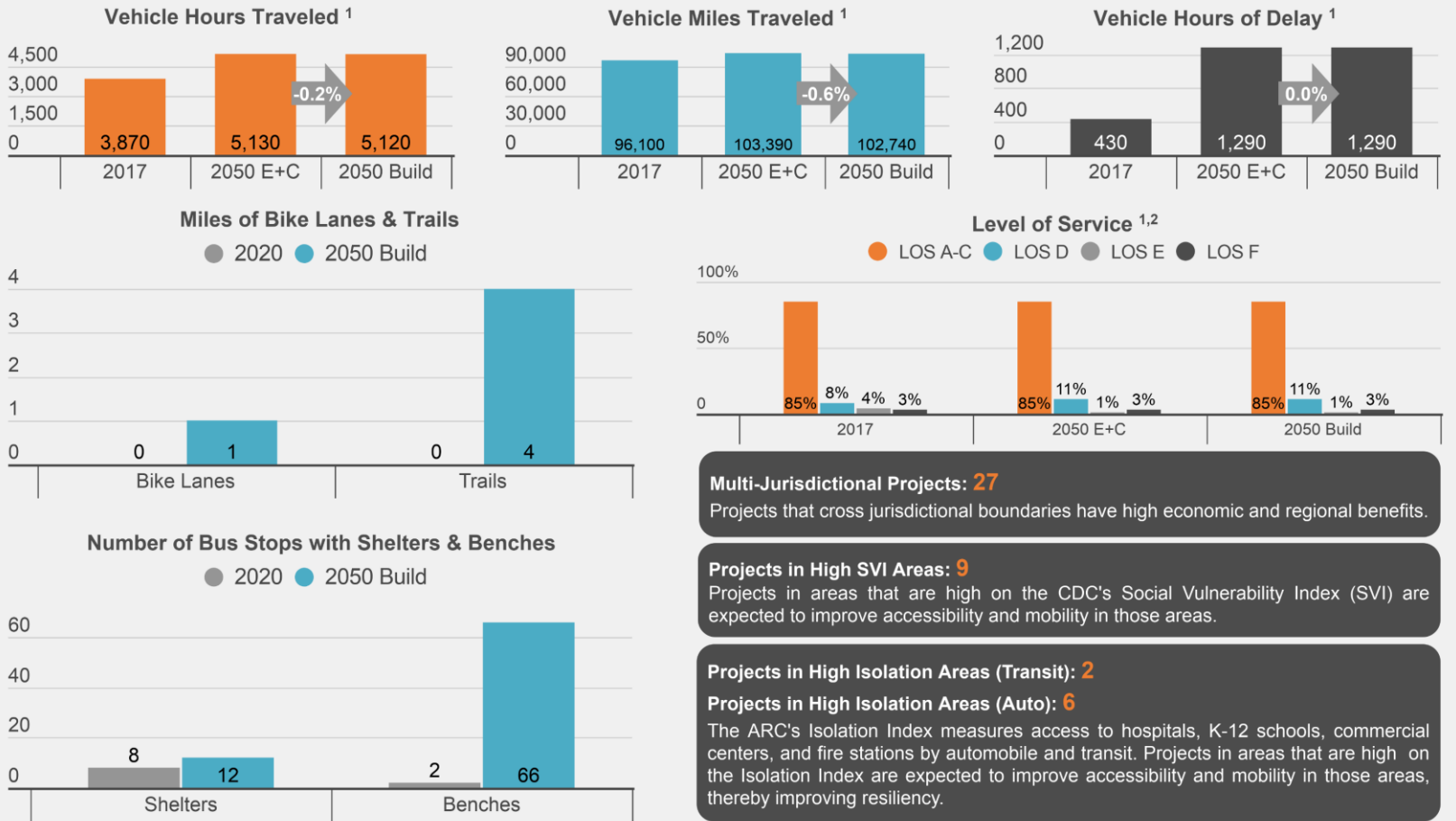


What are the benefits of implementing these projects?

System Performance Dashboard: Hapeville



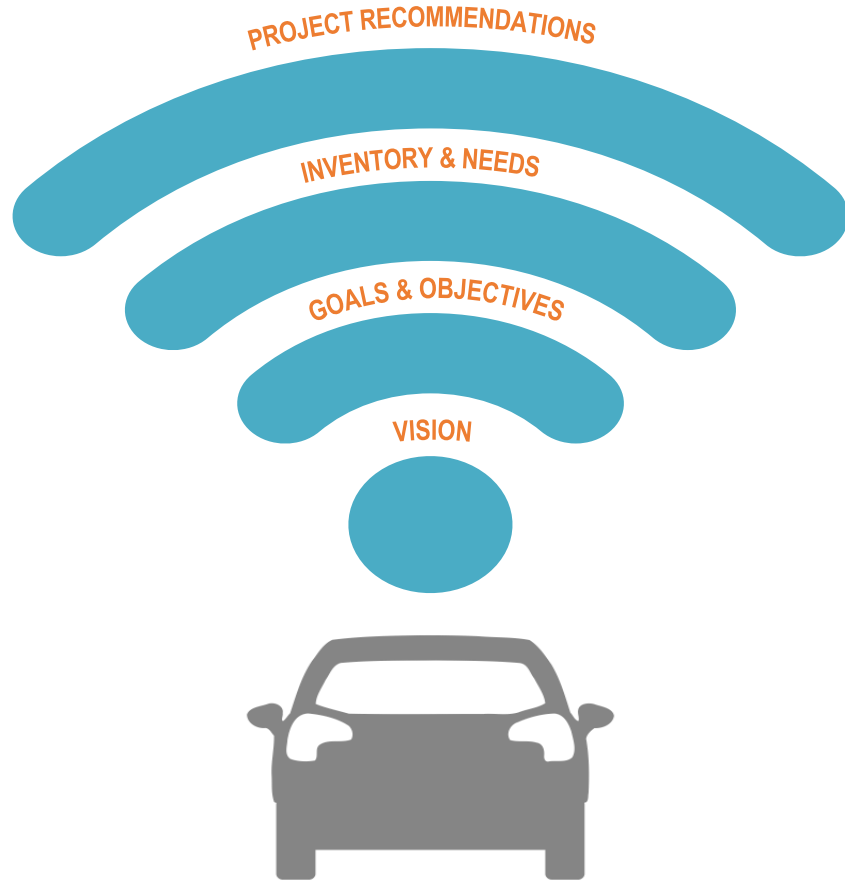
This dashboard compares the Base Year, 2050 Existing + Committed (E+C), and 2050 Build scenario for the Southern Fulton Comprehensive Transportation Plan (SFCTP). The Base Year is 2017 for data from the ARC Travel Demand Model, including Vehicle Hours Traveled (VHT), Vehicle Miles Traveled (VMT), Vehicle Hours of Delay (VHD), and Level of Service (LOS). 2020 Base Year data is used for bike lane and trail miles and bus stop metrics. Base Year bike lane and trail mileage data is from the ARC Metro Atlanta Bicycle Facility Inventory 2014 (updated 2020) and Google Earth, while Base Year bus stop data is from MARTA. The 2050 E+C includes projects programmed in the ARC RTP through 2050. The 2050 Build scenario includes the 2050 E+C plus all SFCTP projects. All statistics are for the City of Hapeville within the SFCTP study area.



- Multi-Jurisdictional Projects: 27**
Projects that cross jurisdictional boundaries have high economic and regional benefits.
- Projects in High SVI Areas: 9**
Projects in areas that are high on the CDC's Social Vulnerability Index (SVI) are expected to improve accessibility and mobility in those areas.
- Projects in High Isolation Areas (Transit): 2**
Projects in High Isolation Areas (Auto): 6
The ARC's Isolation Index measures access to hospitals, K-12 schools, commercial centers, and fire stations by automobile and transit. Projects in areas that are high on the Isolation Index are expected to improve accessibility and mobility in those areas, thereby improving resiliency.

¹VHD, VHT, VMT and LOS are daily statistics are for all roads, excluding interstates. ² LOS statistics show the percentage of major roadway miles that fall within LOS A-C, D, E, and F during the PM peak period, excluding interstates.

How was COVID-19, emerging technologies, and other disrupters accounted for?



PROJECT RECOMMENDATIONS

- ✓ Identified smart corridor network
- ✓ Project cost estimates include fiber (line itemed) for widening and new construction
- ✓ Installation of communications at traffic signals
- ✓ Signal preemption for emergency vehicles and signal priority for buses and/or trucks on designated corridors
- ✓ Flashing beacons for mid-block pedestrian crossings
- ✓ Bike signals
- ✓ Electric Vehicle (EV) charging locations
- ✓ Reduced funding scenario to reflect disruptors that may impact motor fuel tax revenues such as pandemics, connected and autonomous vehicles, and EVs.

INVENTORY & NEEDS

- ✓ Communications equipment (cellular, Dedicated Short-Range Communications (DSRC), and/or fiber)
- ✓ Smart corridor network

GOALS & OBJECTIVES

- ✓ CVs reflected in Goal #2: Provide a connected and reliable transportation system that operates efficiently supports future growth.
- ✓ CVs reflected in Objective within Goal #2: Promote innovative approaches for reducing congestion and promoting travel time reliability across multiple modes.

VISION

- ✓ CVs reflected in “connected” transportation infrastructure to support mobility options and economic growth.

What's Next?

Plan Adoption by City Councils

What's Next?

- Presentations are being made to all 8 City Councils (Work Sessions)
- Plan to be adopted at next City Council Regular Meeting
- Plan adoption considerations:
 - The final SFCTP **must be adopted by at least 5 of the 8 cities** in order to be considered an adopted plan by ARC
 - To apply for **federal funding** as part of the ARC's Regional Transportation Plan (**RTP**) and/or Transportation Improvement Program (**TIP**) project solicitation process, **projects must be included in the SFCTP adopted plan**
 - If a project arises after the SFCTP is adopted in 2020, the **SFCTP can be amended** by the Cities to reflect new projects

Where Can I Find More Information?



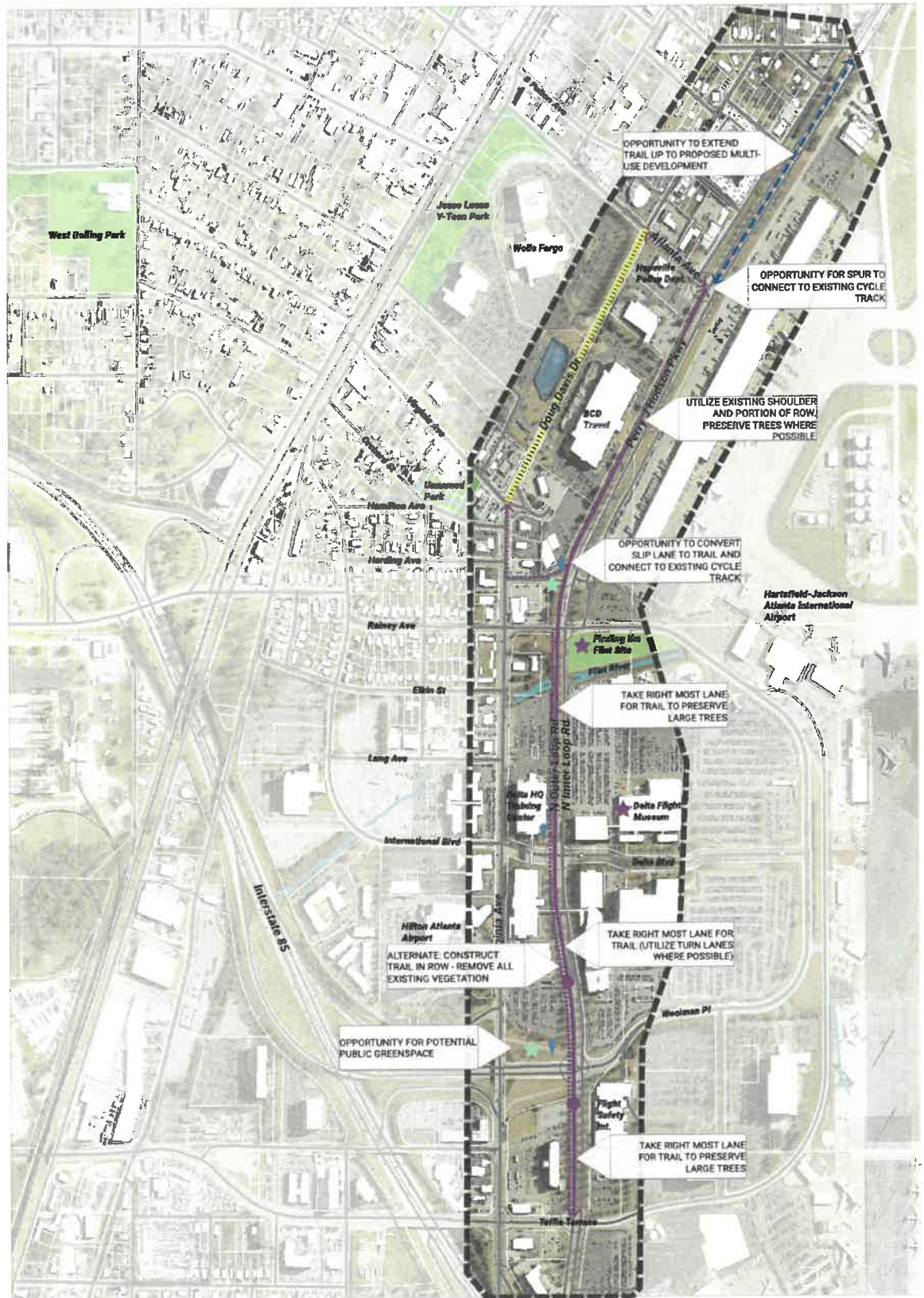
www.southernfultonctp.org



Questions?

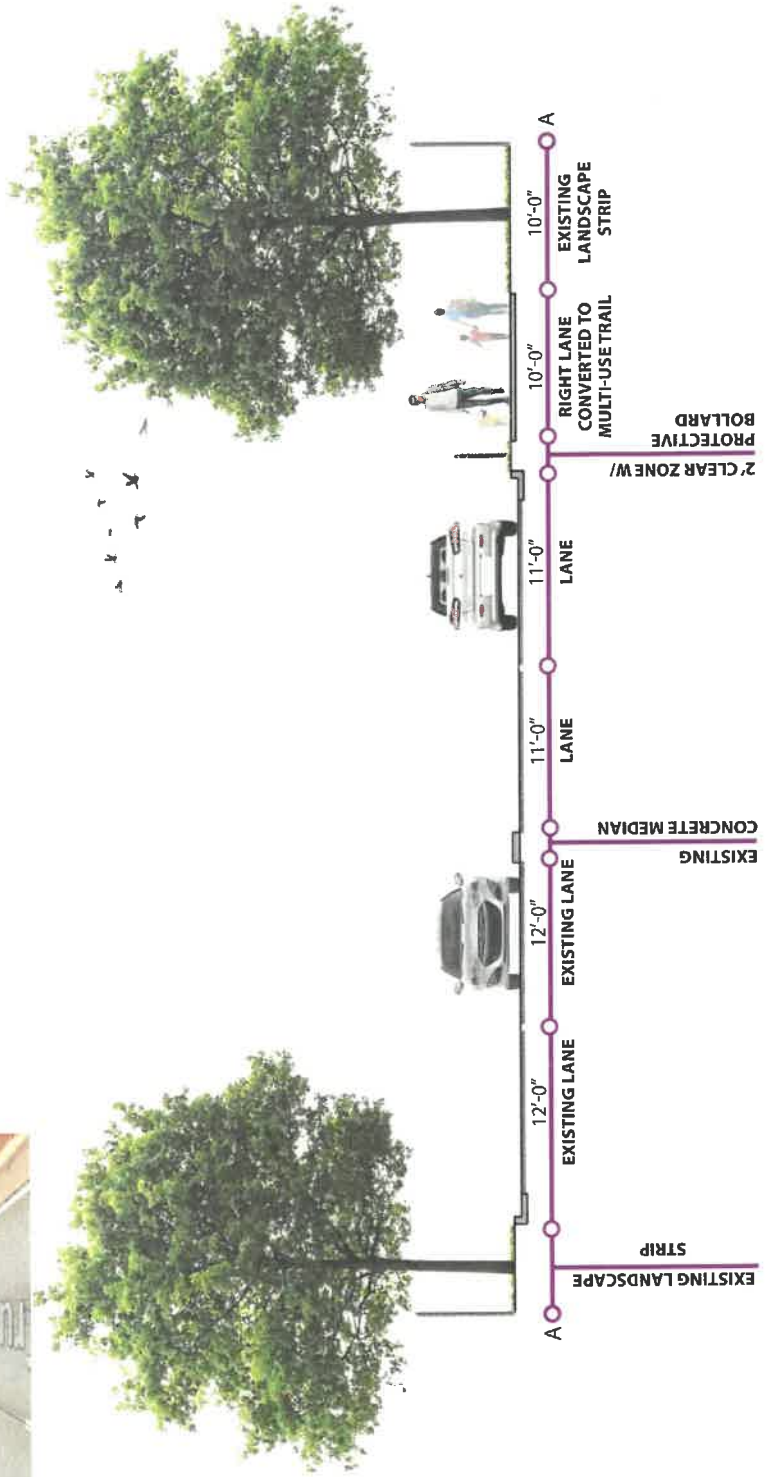
city of hapeville

north outer loop alignment



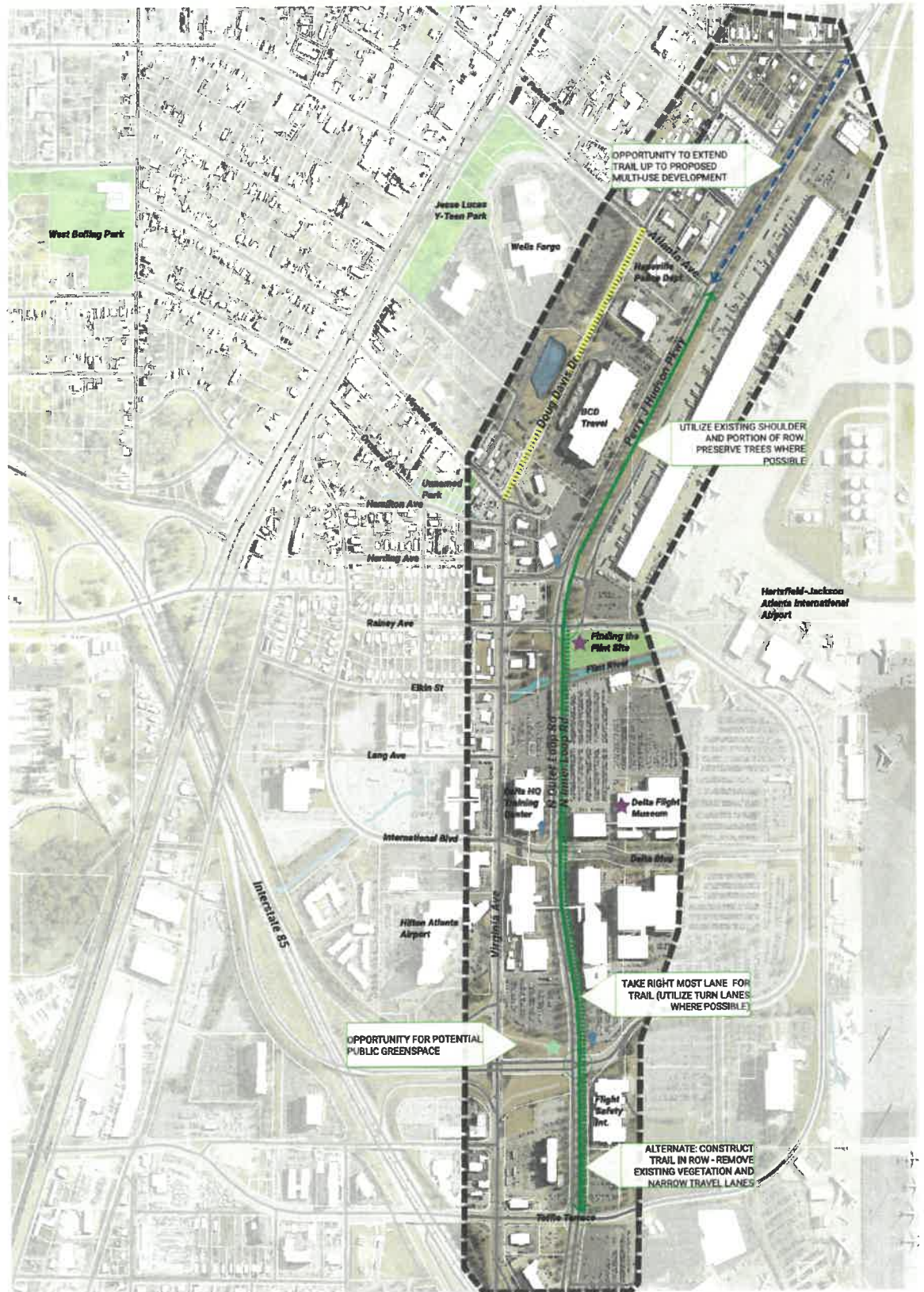
legend

- study area
- parcels
- structures
- state roads
- roads
- streams / creeks
- waterbody
- existing cycle track
- main alignment
- start/end point
- potential future trail connection
- trail alignment alternate
- potential trail extension
- destination
- intersection
- driveway
- proposed artwork location
- potential public greenspace



city of hapeville

south inner loop alignment

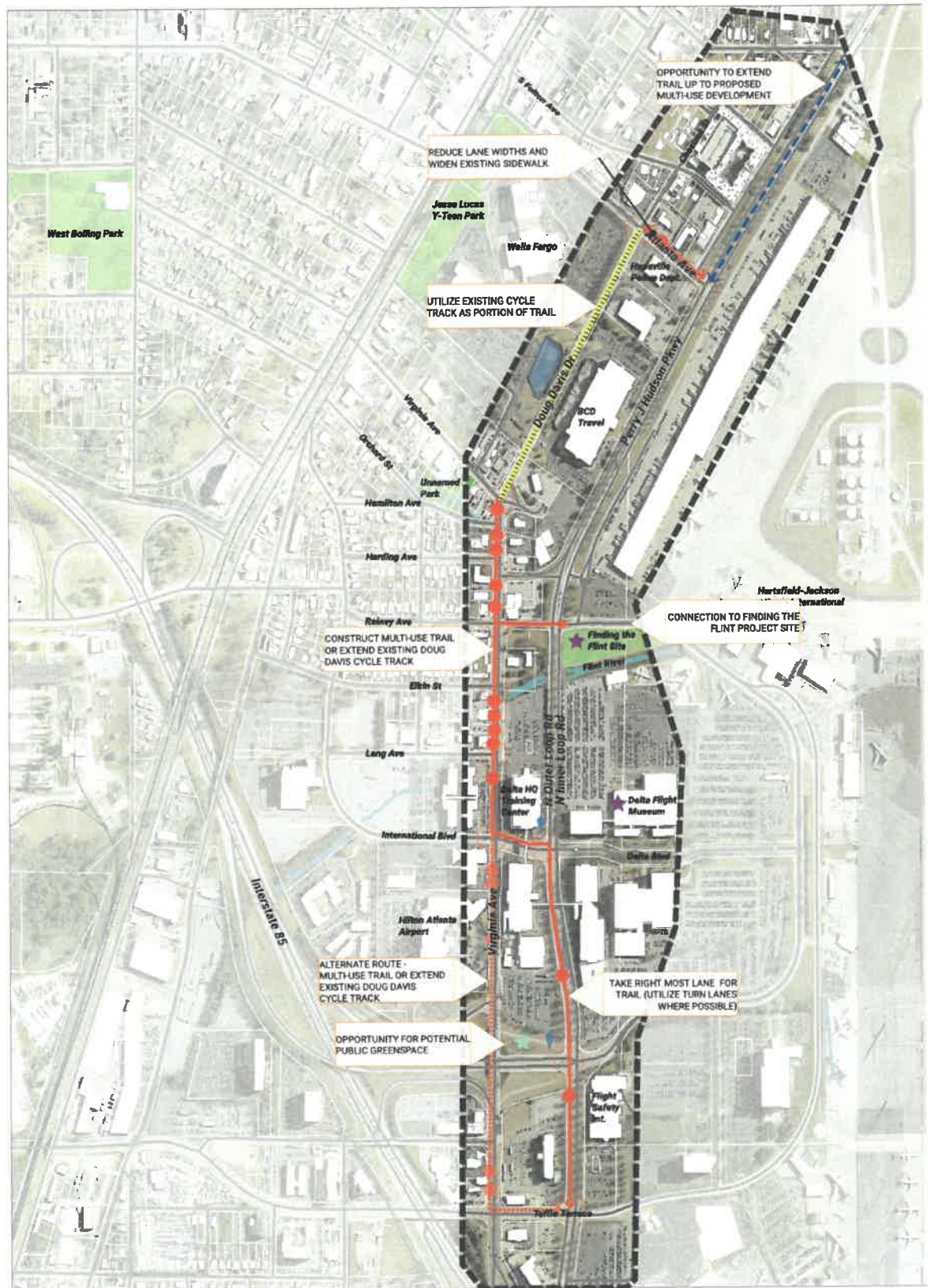


legend

- study area
- parcels
- structures
- state roads
- roads
- streams / creeks
- waterbody
- existing cycle track
- main alignment
- start/end point
- potential future trail connection
- trail alignment alternate
- potential trail extension
- destination
- intersection
- driveway
- proposed artwork location
- ★ potential public greenspace

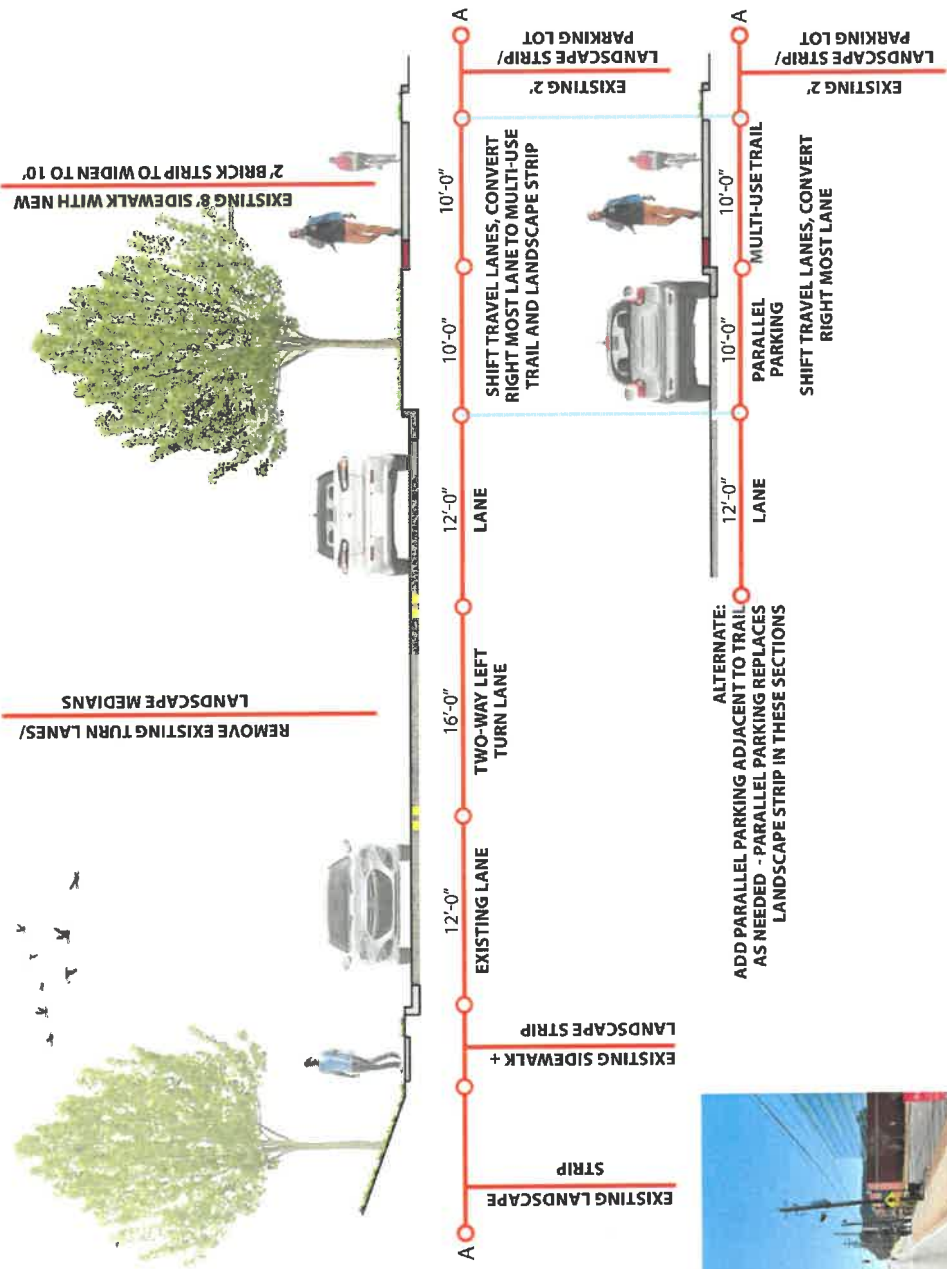
city of hapeville

cycle-track one alignment

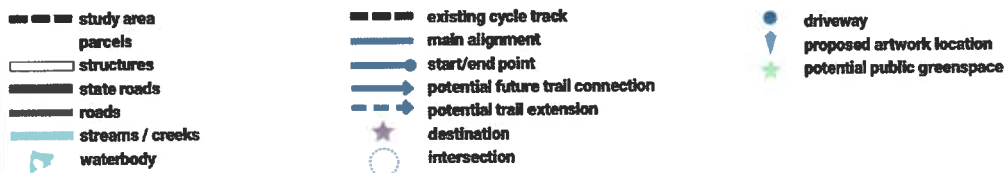


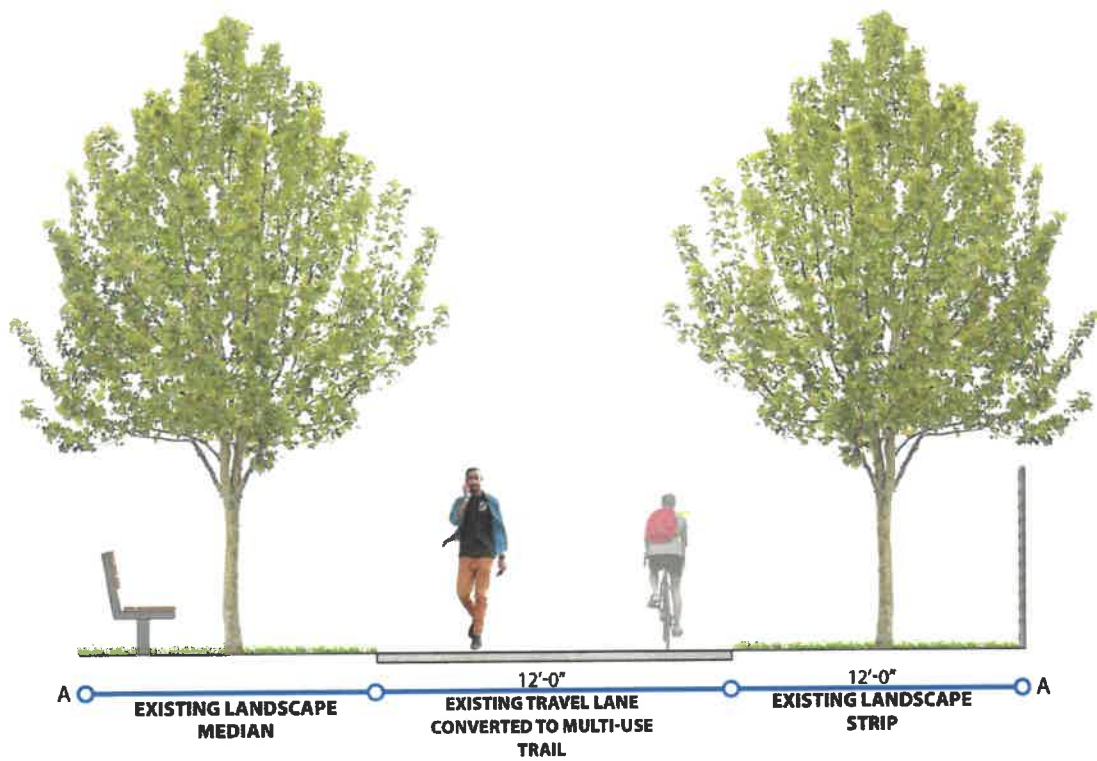
legend

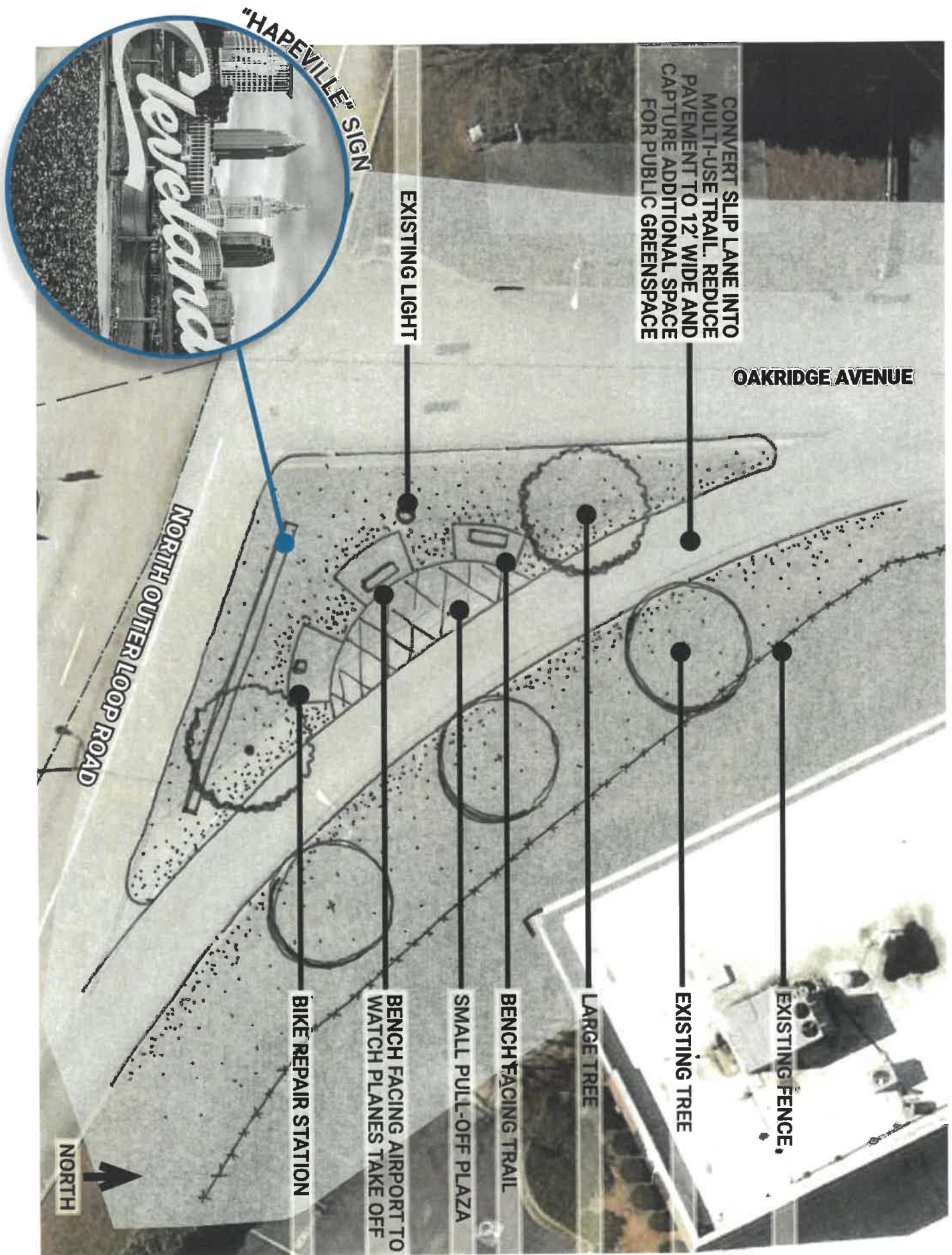
- study area
- ▭ parcels
- ▭ structures
- ▭ state roads
- ▭ roads
- ▭ streams / creeks
- ▭ waterbody
- existing cycle track
- main alignment
- start/end point
- potential future trail connection
- trail alignment alternate
- potential trail extension
- destination
- intersection
- driveway
- proposed artwork location
- potential public greenspace

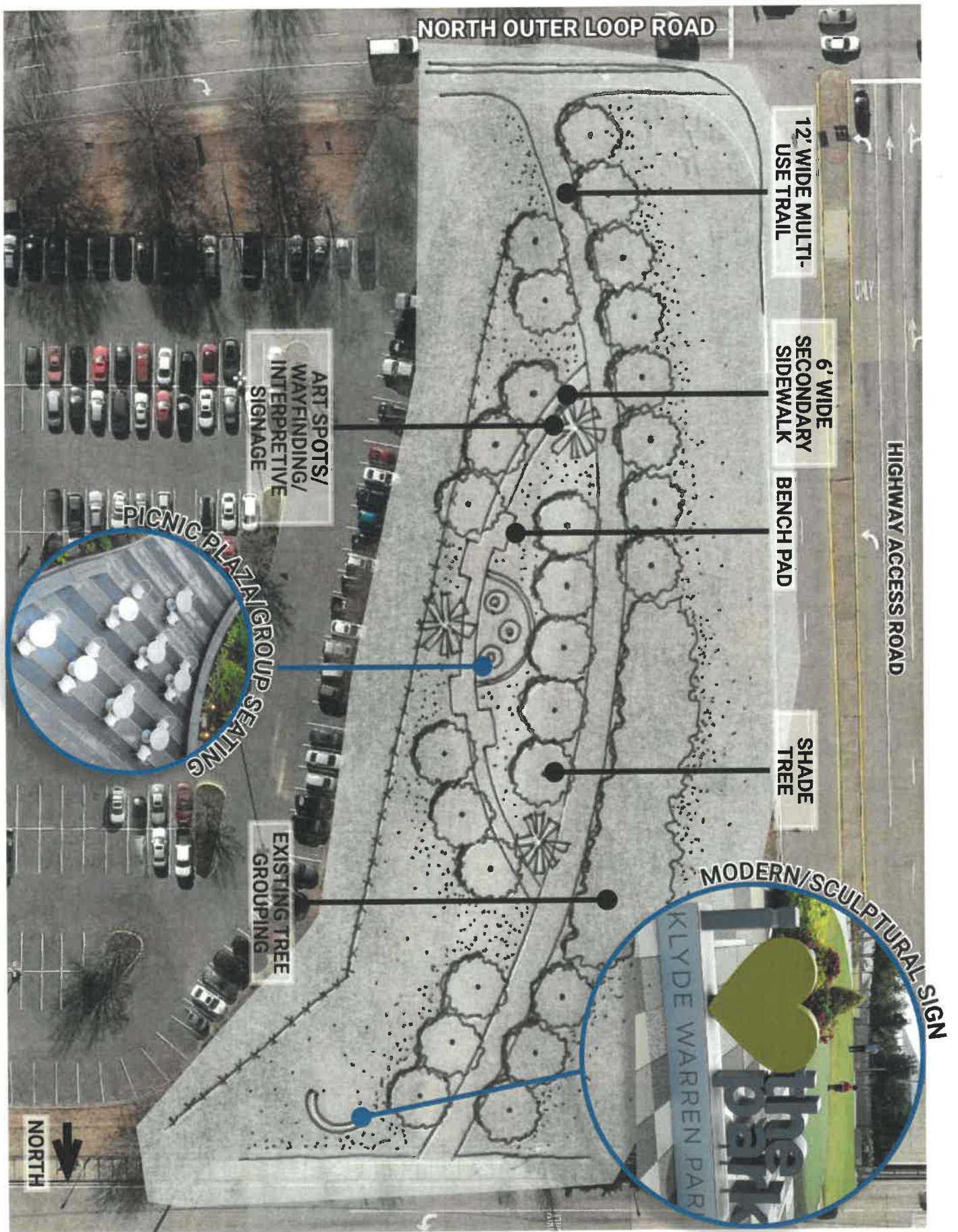


legend



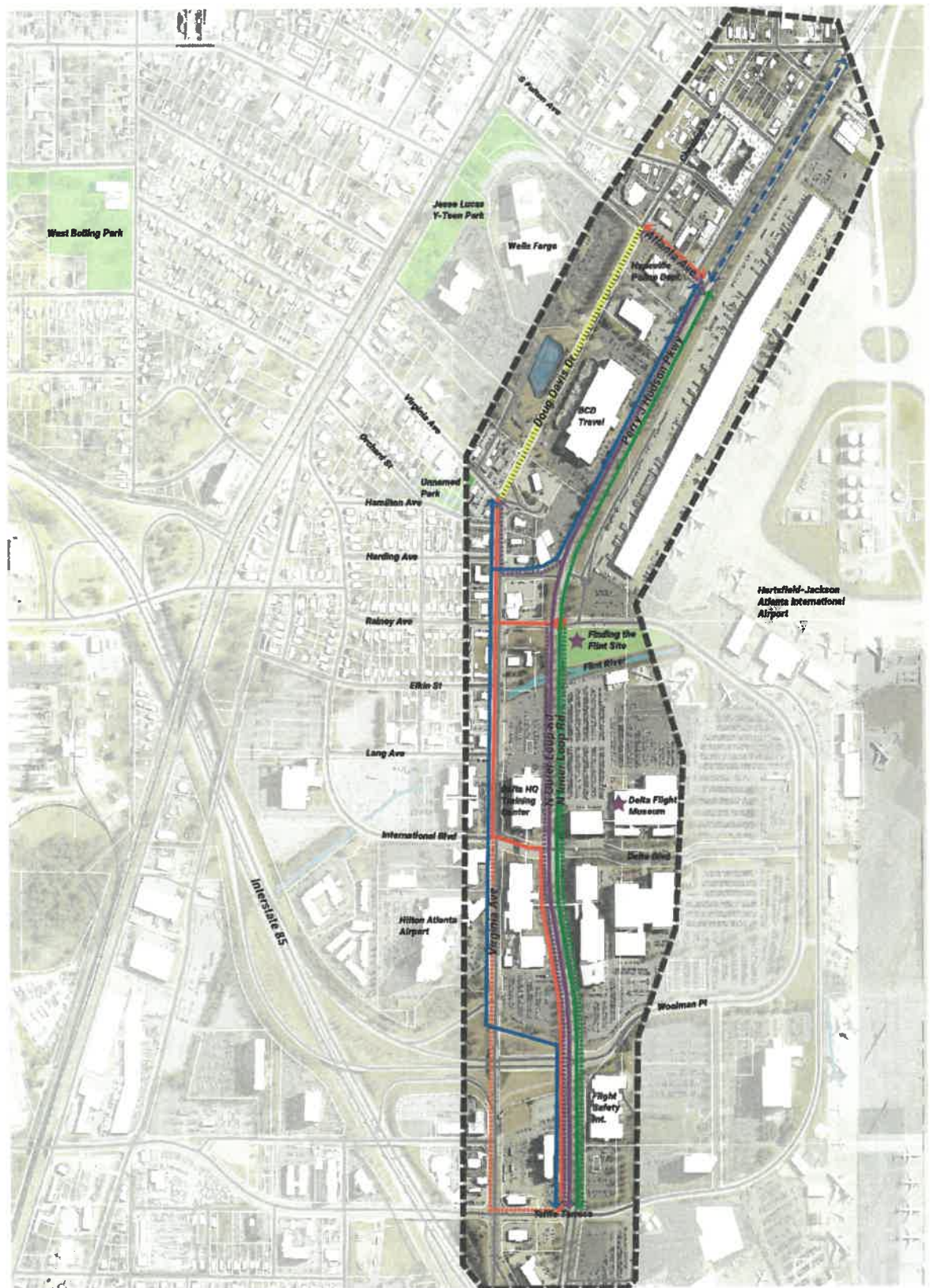






city of hapeville

alignment comparison



legend

- study area
- parcels
- structures
- state roads
- roads
- streams / creeks
- waterbody
- north outer loop alignment
- north inner loop alignment
- cycle track 1 alignment
- cycle track 2 alignment
- potential future trail connection
- destination
- alternate alignment
- alternate alignment
- alternate alignment

	CITY OF HAPEVILLE N OUTER LOOP RD TRAIL ALIGNMENT	CITY OF HAPEVILLE N INNER LOOP RD TRAIL ALIGNMENT	CITY OF HAPEVILLE CYCLE TRACK 1 TRAIL ALIGNMENT	CITY OF HAPEVILLE CYCLE TRACK 2 TRAIL ALIGNMENT
 CONFLICT POINTS	A: 2 DRIVEWAYS 6 INTERSECTIONS B: 2 DRIVEWAYS 6 INTERSECTIONS	A: 0 DRIVEWAYS 6 INTERSECTIONS B: 0 DRIVEWAYS 6 INTERSECTIONS	A: 13 DRIVEWAYS 12 INTERSECTIONS B: 16 DRIVEWAYS 13 INTERSECTIONS	A: 14 DRIVEWAYS 11 INTERSECTIONS
 LENGTH OF TRAIL	A: 5344 LINEAR FEET / 1 MILES B: 5344 LINEAR FEET / 1 MILES	A: 5344 LINEAR FEET / 1 MILES B: 5344 LINEAR FEET / 1 MILES	A: 6413 LINEAR FEET / 1.2 MILES B: 6681 LINEAR FEET / 1.26 MILES	6068 LINEAR FEET / 1.15 MILES
 CONNECTIONS	1 NEIGHBORHOOD 66 COMMERCIAL/BUSINESS 4 CIVIC 3 TRANSIT	1 NEIGHBORHOOD 66 COMMERCIAL/BUSINESS 4 CIVIC 3 TRANSIT	1 NEIGHBORHOOD 66 COMMERCIAL/BUSINESS 4 CIVIC 3 TRANSIT	1 NEIGHBORHOOD 66 COMMERCIAL/BUSINESS 4 CIVIC 3 TRANSIT
 ENVIRONMENTAL IMPACT	A: MINIMAL ENVIRONMENTAL IMPACT B: 35 LARGE TREES REMOVED	A: MINIMAL ENVIRONMENTAL IMPACT B: 38 LARGE TREES REMOVED	MINIMAL ENVIRONMENTAL IMPACT	MINIMAL ENVIRONMENTAL IMPACT
 ROW IMPACTS	MINIMAL	MINIMAL	MINIMAL	MINIMAL
 OFF-ROAD VS ON-ROAD TRAIL	A: 100% OF TRAIL ON ROAD B: 100% OF TRAIL ON ROAD	A: 100% OF TRAIL ON ROAD B: 100% OF TRAIL ON ROAD	A: 100% OF TRAIL ON ROAD B: 100% OF TRAIL ON ROAD	100% OF TRAIL ON ROAD
 EXISTING LIGHTING	100% ILLUMINATED	100% ILLUMINATED	90% ILLUMINATED	95% ILLUMINATED
 INFRASTRUCTURE IMPACTS	A: REMOVE TRAVEL LANE - MINIMAL UTILITY IMPACT B: RELOCATE SIGNIFICANT NUMBER OF UTILITIES	A: REMOVE TRAVEL LANE - MINIMAL UTILITY IMPACT B: RELOCATE SIGNIFICANT NUMBER OF UTILITIES	SIGNIFICANT ROADWAY RECONFIGURATION - MINIMAL IMPACT TO EXISTING UTILITIES	SIGNIFICANT ROADWAY RECONFIGURATION - MINIMAL IMPACT TO EXISTING UTILITIES

20-PC-08-14

**CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION**

Name of Applicant Southern Bank Equipment

Mailing Address: P O Box 938 Duluth GA 30096

Telephone 770-751-1412 Mobile # [REDACTED] Email peter@southernbankequipment.com

Property Owner (s) Steven L Kaplan

Mailing Address 9350 Wilshire Blvd Suite 402 Beverly Hills CA 90212

Telephone 310-488-1347 Mobile #

Address/Location of Property: 590 S Central Ave Hapeville, GA 30354

Parcel I.D. # **(INFORMATION MUST BE PROVIDED):** 14 009800200489

Present Zoning Classification: ~~G-2 General Commercial~~ Rmu Size of Tract: .9183 acres acre(s)

Present Land Use: Commercial

Please check the following as it applies to this application

- ☒ Site Plan Review
☐ Conditional Use Permit
☐ Temporary Use Permit

Other (Please State) Special Exception

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

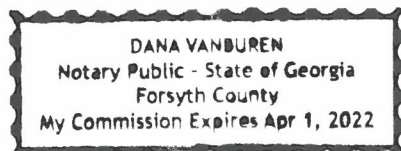
[Signature]
Applicant's signature

Date: 6/29/2020

Sworn to and subscribed before me

This 29th day of June, 2020.

[Signature]
Notary Public



**CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION**

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly.)

Add a drive up ATM on the last lane of the existing drive thru island under the canopy. There is no change to building square footage or site or parking, as it is a drive up kiosk in an existing covered lane that served remote banking.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

AUTHORIZATION OF PROPERTY OWNER

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

590 South Central Avenue

Hapeville, GA 30354

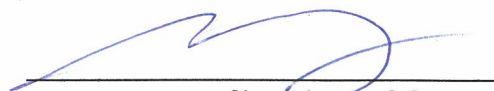
City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant Financial Total Leasing dba Southern Bank Equipment

Address of Applicant
P O Box 938 Duluth GA 30096

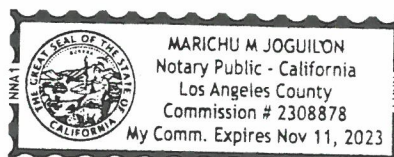
Telephone of Applicant
770-751-1412


Signature of Owner

STEVEN L. KAPLAN
Print Name of Owner

Personally Appeared Before Me this 12th day of June, 2020


Notary Public



Site Plan Checklist – Please include with your application.

A site plan is used to determine the practical ability to develop a particular property within the City of Hapeville. Information relating to environmental condition, zoning, development impact, consistency with the Hapeville Comprehensive Plan and relevant town master plans will be considered in the decision process. To be considered, a site plan **must** contain the following information:

(Please **initial** each item on the list above certifying the all required information has been included on the site plan)

PH

A brief project report shall be provided to include an explanation of the character of the proposed development, verification of the applicant's ownership and/or contractual interest in the subject site, and the anticipated development schedule. Please complete and submit all forms contained within the application for site plan review.

PH

Site plans shall be submitted indicating project name, applicant's name, adjoining streets, scale, north arrow and date drawn.

NA

The locations, size (sf) and height (ft) of all existing and proposed structures on the site. Height should be assessed from the base of the foundation at grade to the peak of the tallest roofline.

NA

Site plans shall include the footprint/outline of existing structures on adjoining properties. For detached single-family residential infill development, the front yard setback shall be assessed based on the average setback of existing structures on adjoining lots. Where practical, new construction shall not deviate more than ten (10) feet from the average front yard setback of the primary residential structure on an adjoining lot. Exemption from this requirement due to unnecessary hardship or great practical difficulty can be approved at the discretion of the Planning Commission. To be considered for an exemption, the applicant must submit a "Request for Relief" in writing with their site plan application, including the conditions that necessitate relief (i.e. floodplain, wetland encroachment, excessive slope, unusual lot configuration, legally nonconforming lot size, unconventional sitting of adjoining structures, etc).

NA

The location and general design cross-section characteristics of all driveways, curb cuts and sidewalks including connections to building entrances. A walkway from the primary entrance directly to the public sidewalk is required for all single-family residential development.

NA

The locations, area and number of proposed parking spaces. Please refer to Article 22.1 Chart of Dimensional Requirements to determine the correct number of parking spaces for your particular type of development.

NA

Existing and proposed grades at an interval of five (5) feet or less.

NA

The location and general type of all existing trees over six (6) inch caliper and, in addition, an identification of those to be retained. Requirements for the tree protection plan are available in Code Section 93-2-14(f). Please refer to Sec. 93-2-14(y) to determine the required tree density for your lot(s).

NA

A Landscape Plan: The location and approximate size of all proposed plant material to be used in landscaping, by type such as hardwood deciduous trees, evergreen trees, flowering trees and shrub masses, and types of ground cover (grass, ivies, etc.). Planting in parking areas should be included, as required in Section 93-23-18.

NA

The proposed general use and development of the site, including all recreational and open space areas, plazas and major landscape areas by function, and the general location and description of all proposed, outdoor furniture (seating, lighting, telephones, etc.). Detached single-family residential development may be exempt from this requirement.

NA

The location of all retaining walls, fences (including privacy fences around patios, etc.) and earth berms. Detached single-family residential development may be exempt from this requirement.

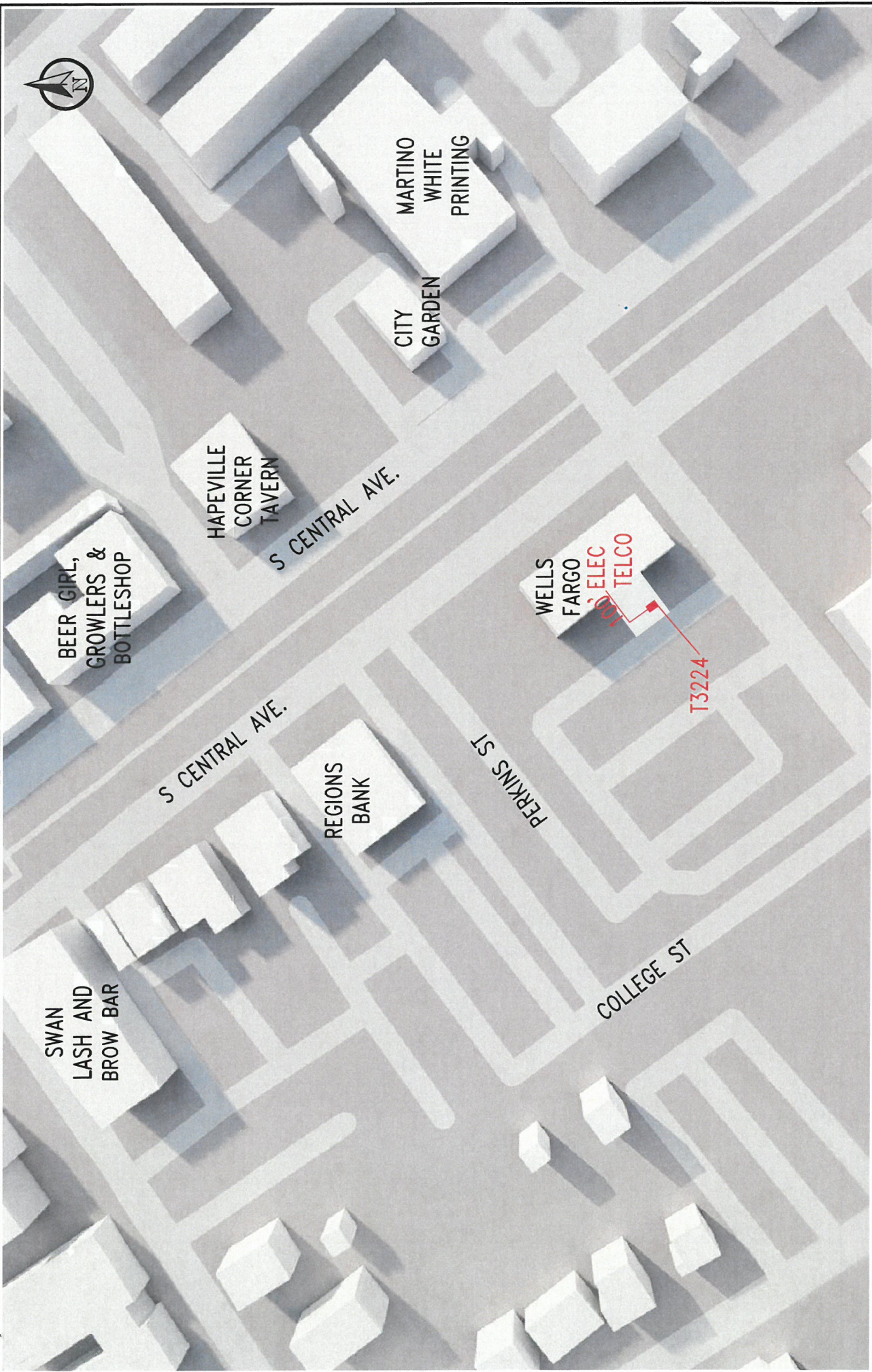
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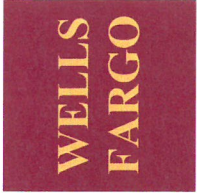
The identification and location of all refuse collection facilities, including screening to be provided. Detached single-family residential development may be exempt from this requirement.

- NA Provisions for both on-site and offsite storm-water drainage and detention related to the proposed development.
- NA Location and size of all signs. Detached single-family residential development may be exempt from this requirement.
- PH Typical elevations of proposed building provided at a reasonable scale (1/8" = 1'0") and include the identification of proposed exterior building materials. Exterior elevations should show all sides of a proposed building.
- NA Site area (square feet and acres).
- NA Allocation of site area by building coverage, parking, loading and driveways, and open space areas, including total open space, recreation areas, landscaped areas and others. Total dwelling units and floor area distributed generally by dwelling unit type (one-bedroom, two-bedroom, etc.) where applicable.
- NA Floor area in nonresidential use by category. Detached single-family residential development may be exempt from this requirement.
- NA Total floor area ratio and/or residential density distribution.
- NA Number of parking spaces and area of paved surface for parking and circulation
- PH At the discretion of the planning commission, analyses by qualified technical personnel or consultants may be required as to the market and financial feasibility, traffic impact, environmental impact, storm water and erosion control, etc. of the proposed development.

Please ***initial*** each item on the list above certifying the all required information has been included on the site plan, sign and submit this form with your site plan application. Failure to include this form and information required herein may result in additional delays for the consideration of your application.

Applicant Signature: 
 Date 6/29/2020



		Hapeville 590 S Central Ave. Hapeville, GA 30354	NEW ATM T3224 Site Plan	REVISED - - - OPTION A ISLAND-DU	SCALE: NTS 03/16/20 Page 1 of 7
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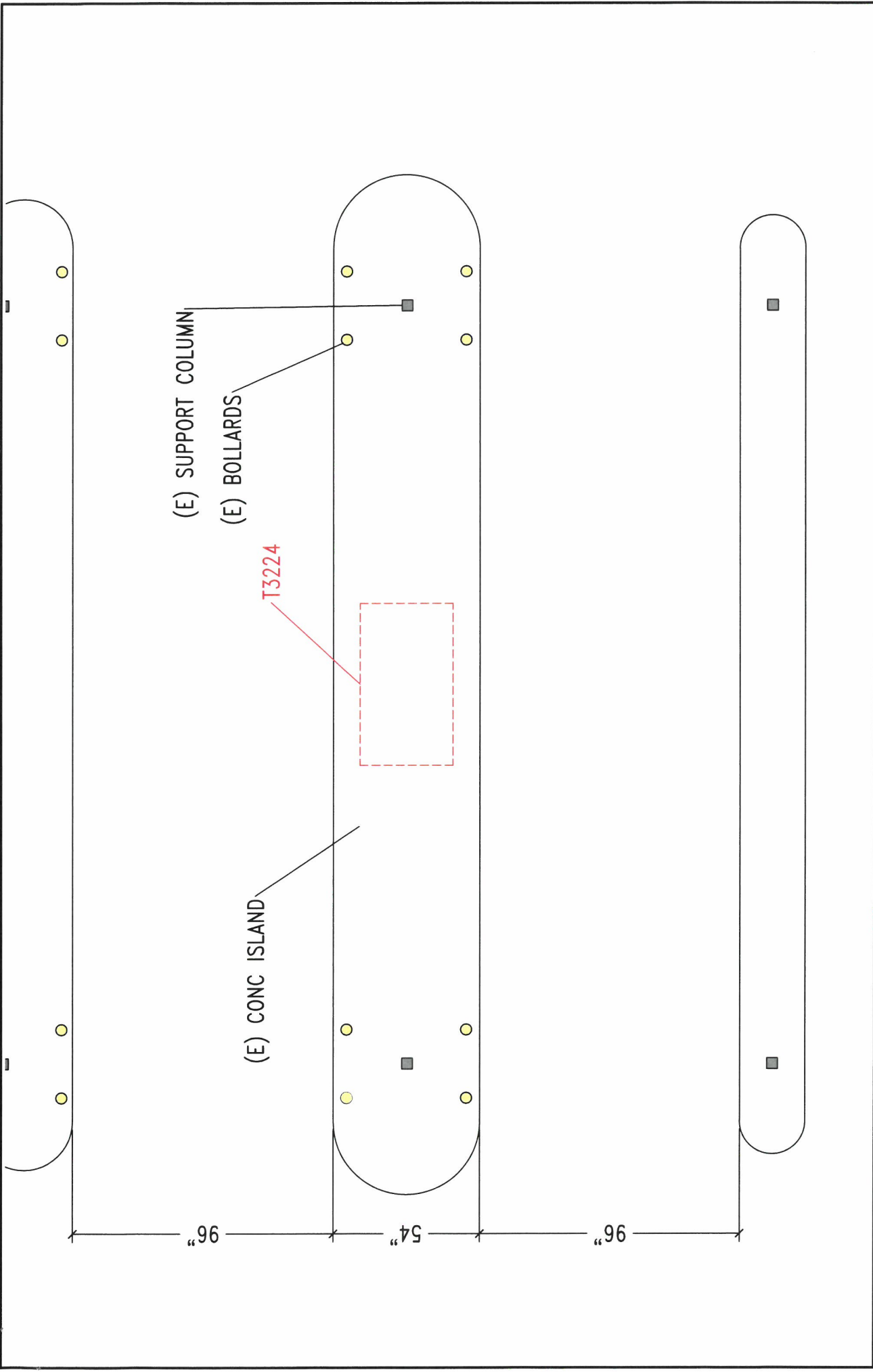


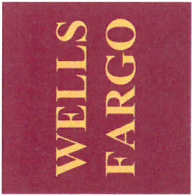
Hapeville
590 S Central Ave.
Hapeville, GA
30354

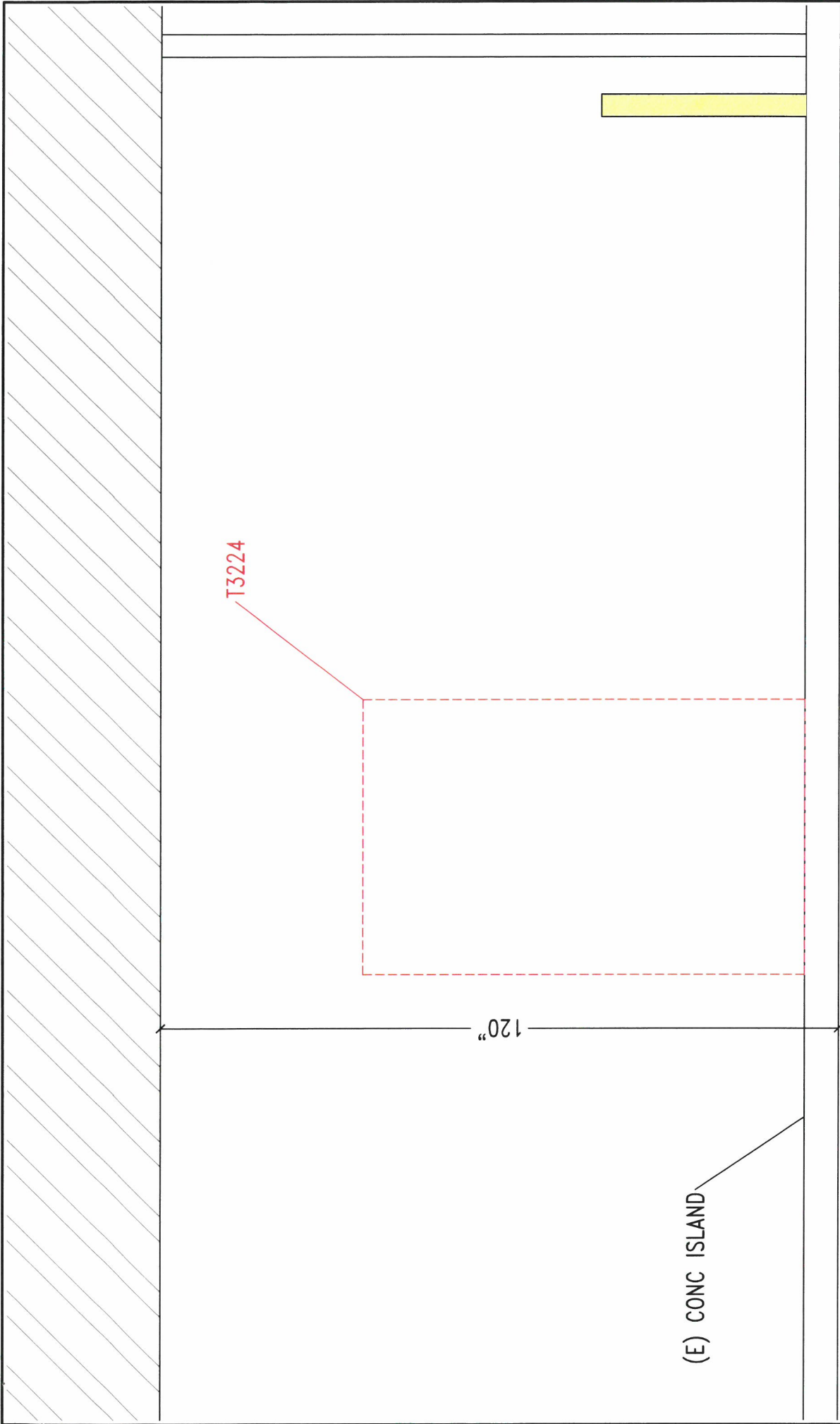
NEW ATM
T3224
Aerial View

REVISED
-
-
-
OPTION A
ISLAND-DU

SCALE:
NTS
03/16/20
Page 2 of 7



SOUTHERN BANK EQUIPMENT & ATMS	 Hapeville 590 S Central Ave. Hapeville, GA 30354	NEW ATM T3224 Existing Plan View	REVISED - - - OPTION A ISLAND-DU	SCALE: 1/4"=1'-0" 03/16/20 Page 3 of 7
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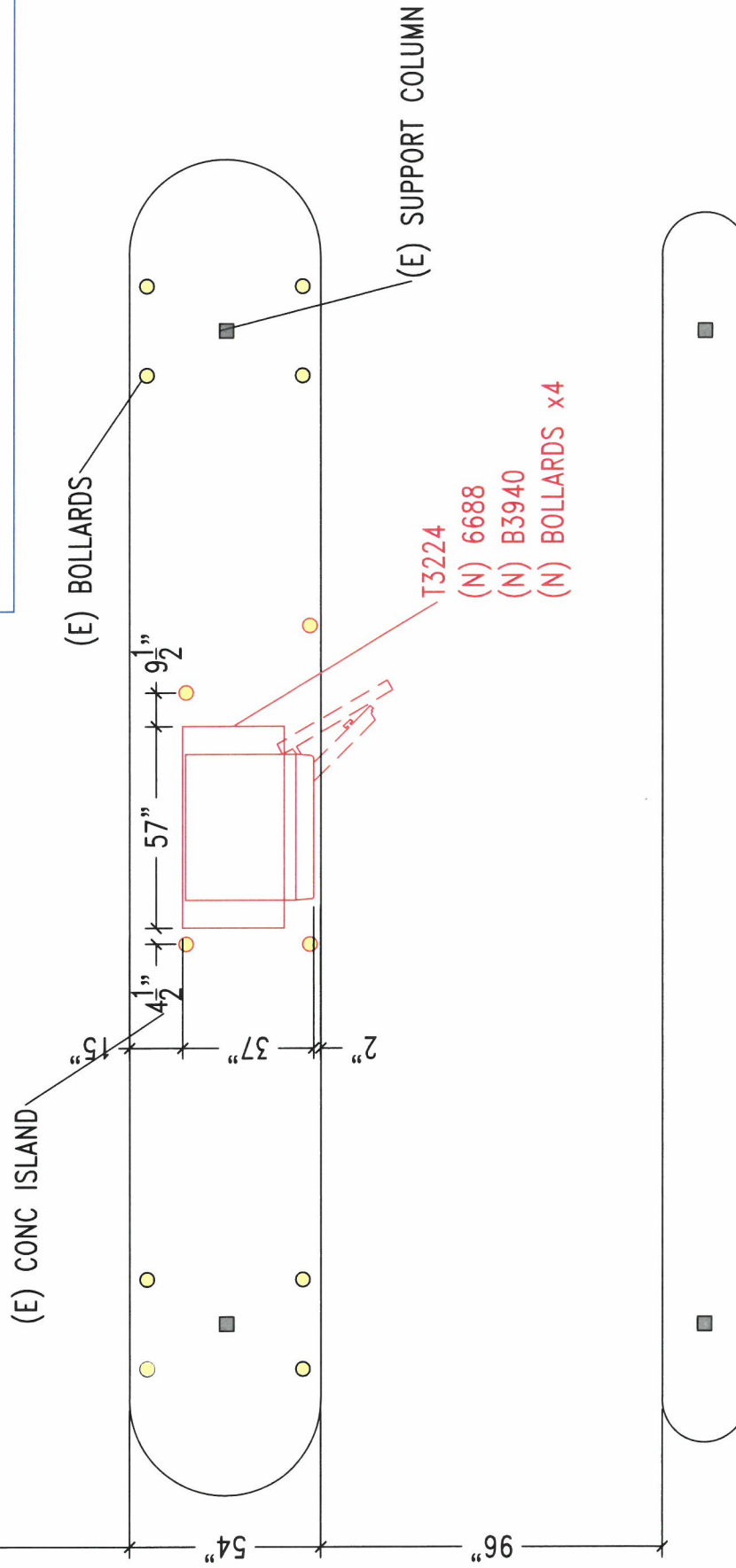


		Hapeville 590 S Central Ave. Hapeville, GA 30354 Existing Elevation	NEW ATM T3224 REVIS	SCALE: 1/2"=1'-0" 03/16/20 OPTION A ISLAND-DU	Page 4 of 7
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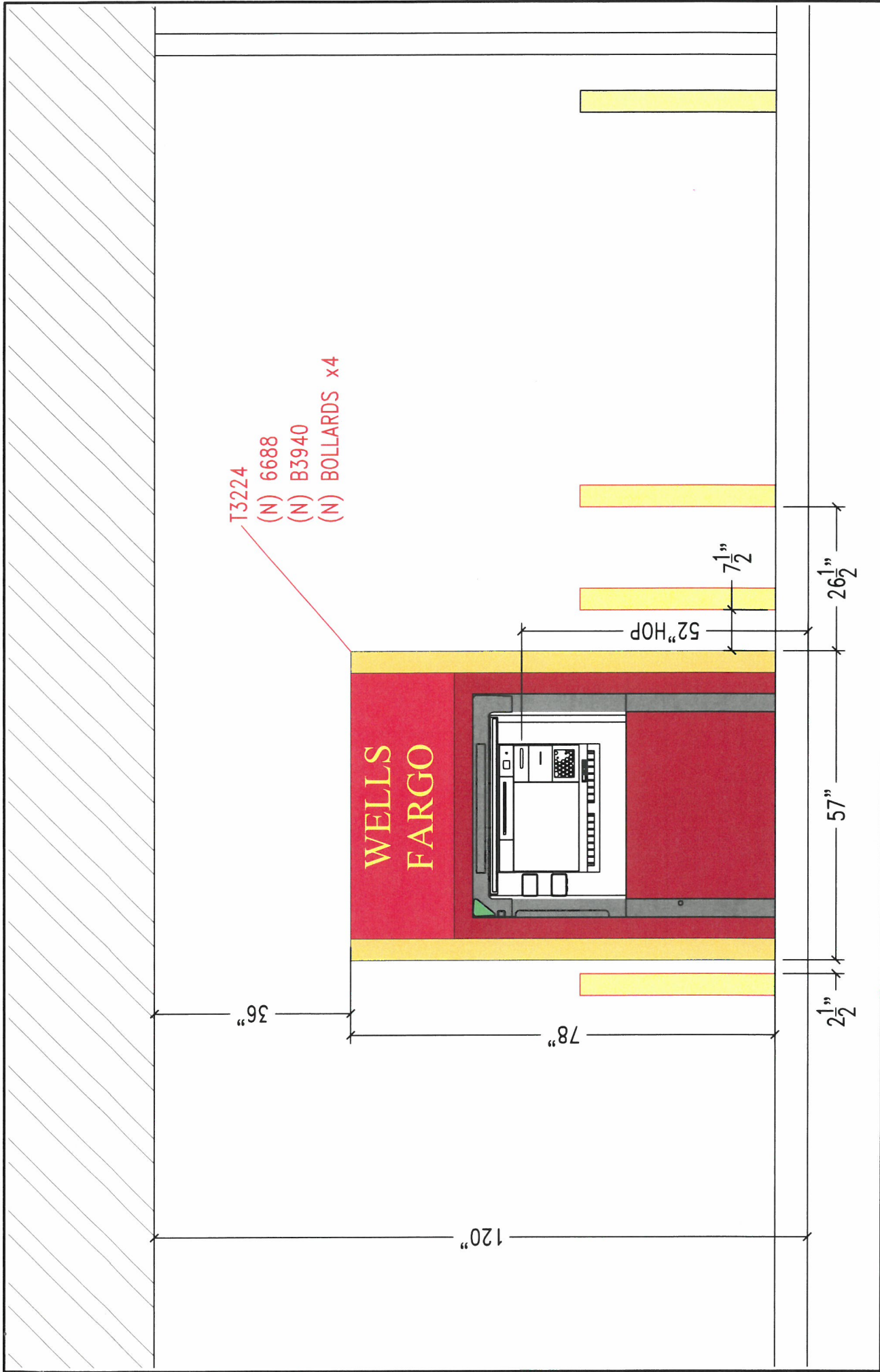
SCOPE OF WORK:

INSTALLATION OF ATM TO BE COMPLETED BY SBE SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

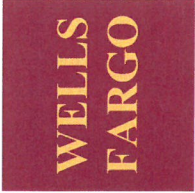
- A. RUN NEW CONDUIT CAT-5, ALARM, CAMERA WIRE
- B. RUN 30 AMP & 20 AMP CIRCUIT
- C. INSTALL NEW NCR 6688 & B3940
- D. INSTALL BOLLARDS x4



		Hapeville 590 S Central Ave. Hapeville, GA 30354	NEW ATM T3224	REVISED - - - OPTION A ISLAND-DU	SCALE: 1/4" = 1'-0" 03/16/20 Page 5 of 7
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SOUTHERN BANK EQUIPMENT & ATMS	WELLS FARGO	Hapeville 590 S Central Ave. Hapeville, GA 30354	NEW ATM T3224	REVISED - - - OPTION A ISLAND-DU	SCALE: 1/2" = 1'-0" 03/16/20 Page 6 of 7
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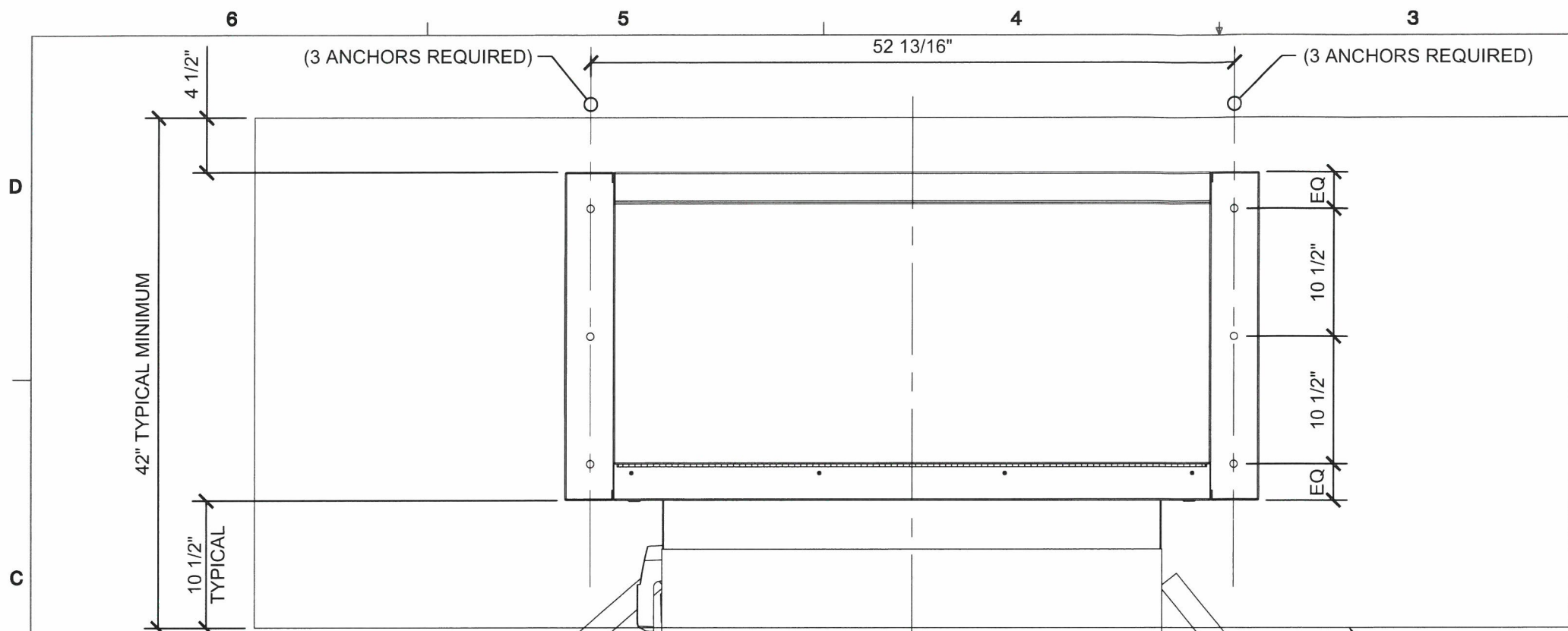
Hapeville
590 S Central Ave.
Hapeville, GA
30354

NEW ATM
T3224

REVISED
-
-
-
OPTION A
ISLAND-DU

SCALE:
NTS
03/16/20

Page 7 of 7



ATM ID: 60690

TYPICAL ANCHOR OPTIONS:

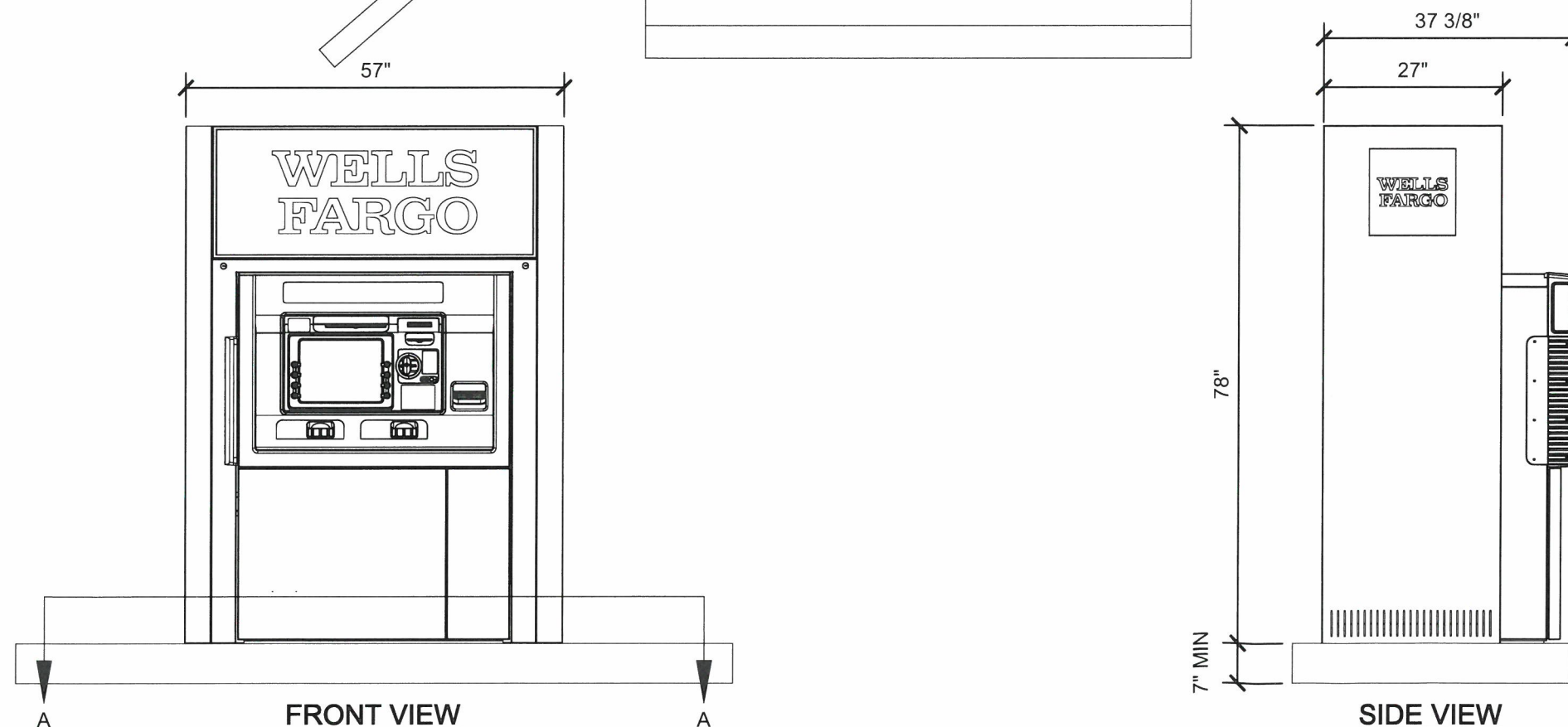
(NOTE - ONLY ONE ANCHOR TYPE TO BE USED WITHIN A SINGLE ENCLOSURE. ALL ANCHORS REQUIRE A FLAT WASHER LOCATED UNDER THE THREADED NUT.)

- HILTI "HY200" ADHESIVE WITH 1/2" DIAMETER STAINLESS STEEL THREADED ROD WITH 2 3/4" MINIMUM EMBEDMENT.
- SIMPSON "SET XP" ADHESIVE WITH 1/2" DIAMETER STAINLESS STEEL THREADED ROD W/ 4" MINIMUM EMBEDMENT
- HILTI "KWIK BOLT TZ" STAINLESS STEEL 1/2" DIAMETER WITH 3 1/4" MINIMUM EMBEDMENT
- SIMPSON "STRONG BOLT 2" STAINLESS STEEL 1/2" DIAMETER WITH 3 7/8" EMBEDMENT.

6 ANCHORS REQUIRED

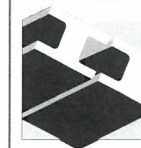
SECTION A-A

BY OTHERS: MINIMUM 7" THICK REINFORCED CONCRETE SLAB ($f'_c = 2500\text{PSI}$ MIN) TO COMPLY WITH 106 MPH WIND LOAD SPECIFICATIONS PER 2018 INTERNATIONAL BUILDING CODE.



FINAL

POINT 2 JOB No. CS20-032



POINT 2
STRUCTURAL ENGINEERS, INC.
3701 BUSINESS DR SUITE 100
SACRAMENTO, CA. 95820
(916)-452-8200
(916)-452-8212 (FAX)



INSTALLATION LOCATION:

HAPEVILLE
590 S CENTRAL AVE
HAPEVILLE, GA 30354

Wind Design Criteria Chart

WIND VELOCITY	106 MPH
EXPOSURE CATEGORY	B
BUILDING CODE	2018 IBC



COMPANION

845 WEST 200 NORTH - NORTH SALT LAKE, UTAH 840
FAX # (801) 294-3537 TELEPHONE # (877) 738-3448

3937 ISLAND ENCLOSURE

DATE: **5/27/2020**

KIOSK:	3937
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SHEET # 1 OF 1

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF COMPANION SYSTEMS. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF COMPANION SYSTEMS IS PROHIBITED.



**DEPARTMENT OF PLANNING AND ZONING
PLANNER'S REPORT**

DATE: July 16, 2020
TO: Adrienne Senter
FROM: Lynn M. Patterson
RE: **Special Exception Request – 590 South Central Avenue**

BACKGROUND

The City of Hapeville has received a special exception application from Southern Bank Equipment to replace an existing drive through lane with a drive-up ATM accessory to the Wells Fargo Bank located at 590 South Central Avenue. The ATM would be located on the south side of the building replacing a teller drive-through lane. The property is zoned RMU, Residential Mixed-Use, and is within the A-D, Arts District overlay.

REVIEW

The following code sections are applicable to this application:

ARTICLE 11.5. - RMU ZONE (RESIDENTIAL MIXED USE)

Sec. 93-11.5-1. - Intent.

The RMU district is established in order to:

- (1) Ensure development that is consistent with neo-traditional planning practices, which are often defined by pedestrian-oriented buildings, interconnected streets, a mix of uses and housing types, and a compact walkable scale.
- (2) Help create a compact, dense, and distinguishable core area;
- (3) Provide for an urban form allowing mid-rise structures;
- (4) Encourage multiple uses within the same structure; and
- (5) Include street oriented activity and pedestrian amenities at the street level of structures.

Sec. 93-11.5-3. - Permitted uses.

The following are permitted within the RMU zone:

- (1) Business and professional offices/agencies, including:
 - j. Banks and other financial institutions (not including pawnshops, check cashing businesses, title pawn, and payday loans).

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

Sec. 93-28-3. - Purpose.

The purpose of the arts district overlay is to facilitate creation of an arts destination, sustain established arts and cultural uses and promote new arts and cultural uses. The arts district overlay seeks integration of the arts into the fabric of the community and is conceived as the location of art galleries and art studios forming the core of an arts district. A complementary mix of shops, restaurants and entertainment venues will support these uses. These elements are expected to generate interest in downtown Hapeville and attract arts and cultural events.

The arts district overlay features an expanded range of permitted uses focused on the arts while retaining all property rights established by the underlying zoning. The arts district overlay encourages adaptive reuse of historic buildings and new construction technologies, affording owners expanded development options. These measures will enhance the market attractiveness of the arts district.

Arts venues, community festivals, expanded arts uses and pedestrian character are expected to promote an arts district. Planned investment in public art, lighting, sidewalks and off-street parking will leverage private investment and enhance public safety. This combination of public and private investment is expected to advance Hapeville's position in regional leadership in the arts and stimulate broad economic revitalization. Importantly, the arts district overlay features walkable distances from nearby neighborhoods to small-scale establishments and live entertainment venues accommodated by the arts district overlay and compatible with the neighborhood character.

Sec. 93-28-8. - Prohibited uses.

The following uses shall be prohibited in the Arts District Overlay:

- (1) All drive-through facilities other than those permitted by special exception for accessory use by banks or credit unions.

Sec. 93-24-10. - Special exceptions.

- (a) Special exceptions and special property use permits shall be decided by the mayor and council.
- (b) The planning commission shall review and make nonbinding recommendations to the mayor and council on special exceptions and special property use permits.
- (c) Special exceptions may be sought for:
 - (1) Reduction of the number and size of parking spaces and off-street loading space requirements;
 - (2) Location of off-street parking space and off-street loading spaces; and
 - (3) Location and number of drive-throughs.
- (d) When acting upon an application for a special exception, in addition to the requirements listed under the above references, the planning commission and the mayor and council shall give consideration to the following factors where applicable:
 - (1) The proposed design and location of the particular development;
 - (2) The possible traffic generating characteristics of the proposed development;
 - (3) The effects the proposed development will have on the present or intended character of the area in which it proposes to locate;
 - (4) The availability of public utilities, facilities and services; and
 - (5) The character, and effect of the parking demands of the proposed development.
- (e) After considering the above-listed factors and after reviewing the planning commission recommendation, the mayor and council shall take any actions or establish any reasonable conditions of approval, such as planted buffers, as will accomplish the intent and purpose of this chapter.

RECOMMENDATION

As the proposed location will replace an existing drive through lane with the ATM machine on the south side of the site, the replacement will require no site changes and traffic generated by those seeking ATM access will likely reflect existing levels of customers utilizing the walk-up ATM.

The character of the area is the downtown, arts district and would not, because of its location and accessory use to the existing bank, have a negative impact.

No public utilities, facilities or services are required nor are there parking demands related to the ATM. The existing drive through lanes should adequately support demand.

In considering the special exception, staff recommends approval for the replacement of the teller lane with a drive-through ATM.

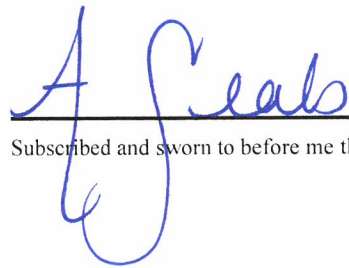
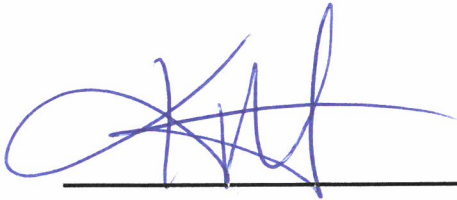


CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

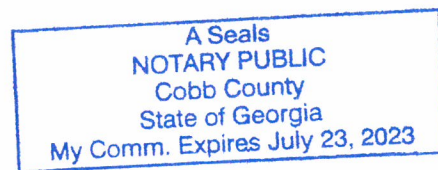
PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 07/24/2020.



Subscribed and sworn to before me this July 24, 2020



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, August 18, 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 and videoconference in accordance with O.C.G.A. § 50-14-1(g) at <https://us02web.zoom.us/j/81100667230>, or by dialing 1-888-788-0099 (Toll Free), Webinar ID: 811 0066 7230 to consider the following:

Consideration of a Special Exception to replace an existing drive through lane with a drive-up Automated Teller Machine (ATM) accessory to the Wells Farg Bank located at 590 South Central Avenue, Parcel Identification Number 14 009800200489 to be located on the south side of the building replacing a teller drive-through lane. The property is zoned RMU, Residential Mixed-Use and is within the A-D, Arts District overlay.

Applicant: Southern Bank Equipment

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 August 17, 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 August 17, 2020, will be read into the record as well as shared on the screen during the meeting.

#0000479445:7/24-1AS



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

**Planning Commission Meeting
3444 North Fulton Avenue
Hapeville, Georgia 30354**

August 11, 2020 6:00 PM

SUMMARY MINUTES

1. Call to Order

The meeting was called to order at 6:05 p.m.

2. Roll Call

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

3. Approval of Minutes

3.I. Minutes of July 14, 2020

MOTION: Cliff Thomas made a motion, Charlotte Rentz seconded to approve the minutes of July 14, 2020 as submitted. Motion Carried: 6-0.

4. New Business

4.I. 590 South Central Avenue

Special Exception

Background:

Peter Hausmann of Southern Bank Equipment and authorized representative of Wells Fargo Bank requested approval of a special exception to allow the installation of an Automated Teller Machine (ATM) at 590 South Central Avenue, Parcel Identification Number 14 009800200489. The property is zoned RMU, Residential Mixed Use and is located in the Arts District Overlay (A-D).

Staff Recommendation:

As the proposed location will replace an existing drive through lane with the ATM machine on the south side of the site, the replacement will require no site changes and traffic generated by those seeking ATM access will likely reflect existing levels of

customers utilizing the walk-up ATM.

The character of the area is the downtown, arts district and would not, because of its location and accessory use to the existing bank, have a negative impact.

No public utilities, facilities or services are required nor are there parking demands related to the ATM. The existing drive through lanes should adequately support demand. In considering the special exception, staff recommends approval for the replacement of the teller lane with a drive-through ATM.

Applicant Comment: None.

Public Comment: None.

MOTION ITEM: Charlotte Rentz made a motion, Lucy Dolan seconded to recommend approval of the special exception for the installation of an Automated Teller Machine (ATM) at 590 South Central Avenue. Motion Carried: 6-0.

4.II. Solar Energy Systems

Text Amendment

Background:

Consideration of a text amendment to create Article 30 (Solar Energy Systems), Section 93- 30-1 (Intent) through Section 93-30-13 (Permit Fees) for the purpose of creating regulations regarding solar energy systems.

The City of Hapeville does not currently have any zoning or design codes which govern the installation of photovoltaic panels on the roofs or supplemental areas of residences and businesses. Recent applications to install photovoltaic panels have been heard by the Design Review Commission on a case-by-case basis and without any guidance from the code. Outside of the DRC, the city lacks any enforcement mechanisms to ensure for the quality and aesthetics of new solar panel installations. To address this, the proposed Text Amendment based on Georgia Tech's "Model Solar Ordinance" is presented for recommendation to Mayor & City Council.

MOTION ITEM: Recommended approval with changes.

5. Next Meeting Date - Tuesday, September 24, 2020 at 6PM

6. Adjourn

There being no further discussion, the following action is taken:

MOTION ITEM: Jeanne Rast made a motion, Cliff Thomas seconded to adjourn the meeting at 7:04 p.m. Motion Carried: 6-0.

Respectfully submitted,

Brian Wismer, Chairman

Adrienne Senter, Secretary

DRAFT

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

3
4 **ORDINANCE NO. _____**

5
6 **AN ORDINANCE TO UPDATE THE OFFICIAL MAJOR STREET PLAN PURSUANT**
7 **TO CHAPTER 93 (“ZONING”), ARTICLE 2 (“GENERAL PROVISIONS”), SECTION 93-**
8 **2-4 (“MAJOR STREET PLAN”) OF THE CODE OF ORDINANCES, CITY OF**
9 **HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL**
10 **CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO**
11 **PROVIDE FOR OTHER LAWFUL PURPOSES.**

12
13 **WHEREAS**, the Mayor and Council shall have full power and authority to provide for the
14 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
15 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
16

17 **WHEREAS**, the municipal government of the City of Hapeville (hereinafter “City”) and
18 all powers of the City shall be vested in the mayor and council. The Mayor and Council shall be
19 the legislative body of the City; and,
20

21 **WHEREAS**, existing ordinances, resolutions, rules and regulations of the City and its
22 agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall
23 remain effective until they have been repealed, modified or amended; and,
24

25 **WHEREAS**, amendments to any of the provisions of the City’s Code may be made by
26 amending such provisions by specific reference to the section number of the City’s Code; and,
27

28 **WHEREAS**, every official act of the Mayor and Council which is to become law shall be
29 by ordinance; and,
30

31 **WHEREAS**, the procedures required for amending the City’s zoning ordinance have been
32 satisfied, including, but not limited to, notice and public hearings; and,
33

34 **WHEREAS**, the governing authority of the City finds it desirable to update the City of
35 Hapeville’s Official Major Street Plan.
36

37 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
38 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
39

40 **Section One.** The “Official Major Street Plan” as referred to in Section 93-2-4 (Major
41 street plan) in Chapter 93 (Zoning), Article 2 (General Provisions) of the City Code of Ordinances
42 is attached hereto and incorporated herein by reference as:
43

44 Exhibit “A”
45

DRAFT

The Official Major Street Plan attached as Exhibit “A” shall replace the existing Official Major Street Plan.

Section Two. Codification and Certify. This Ordinance and the Zoning Map 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

DRAFT

ATTEST:

City Clerk

APPROVED BY:

City Attorney

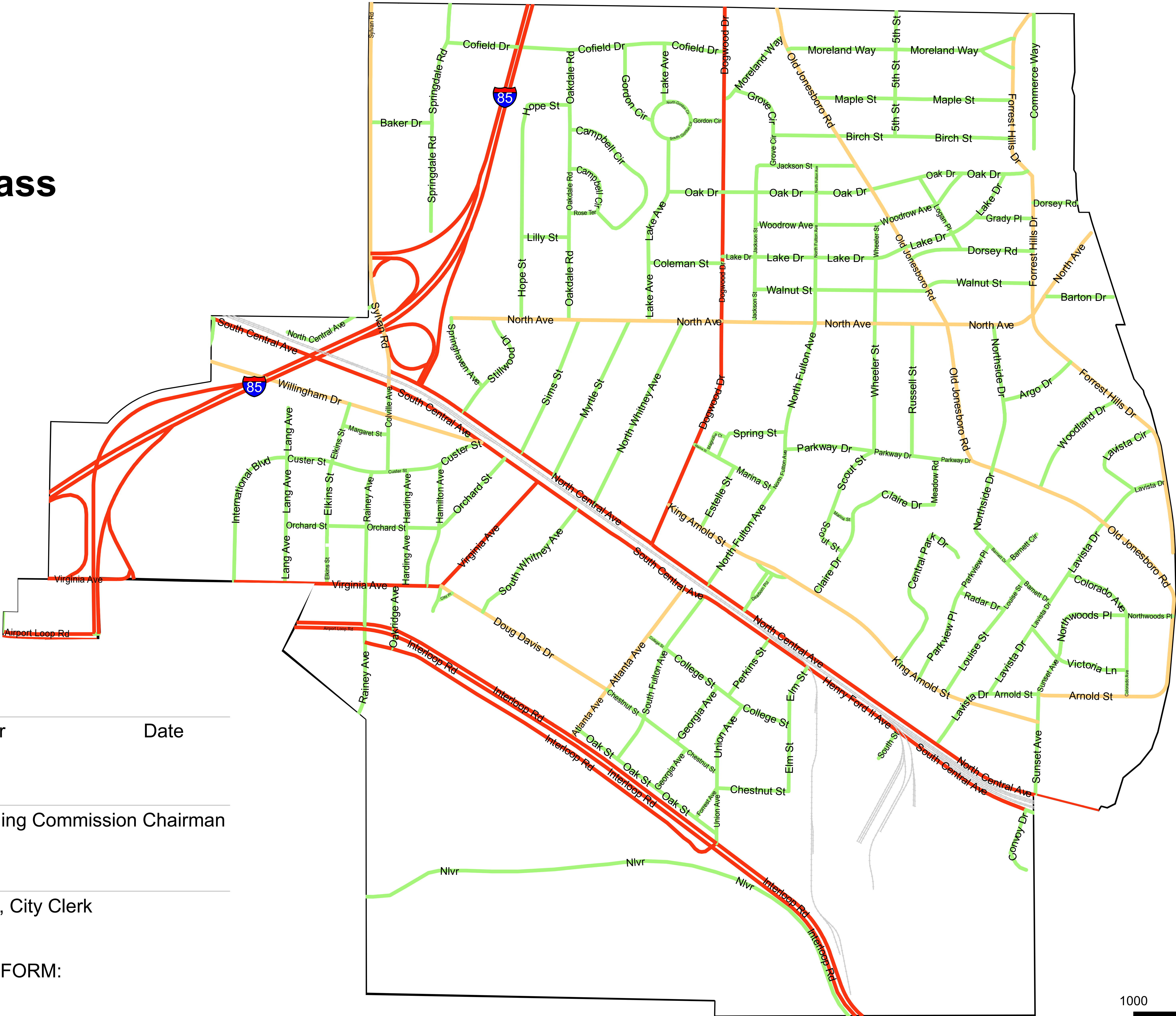
OFFICIAL MAJOR STREET PLAN OF CITY OF HAPEVILLE, GEORGIA

August 18, 2020

EXHIBIT “A”

Street Class

- Major
- Arterial
- Minor



Alan Hallman, Mayor

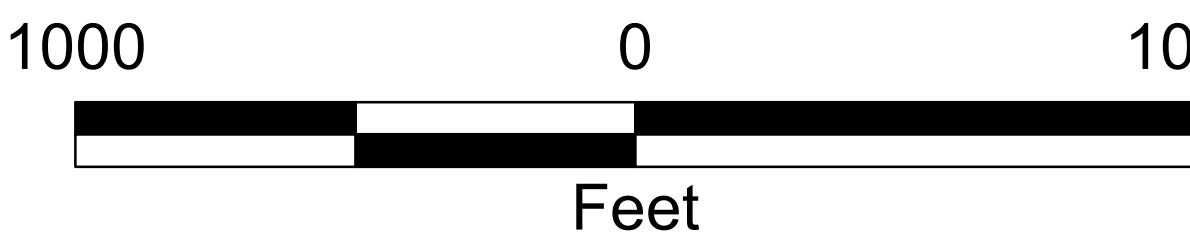
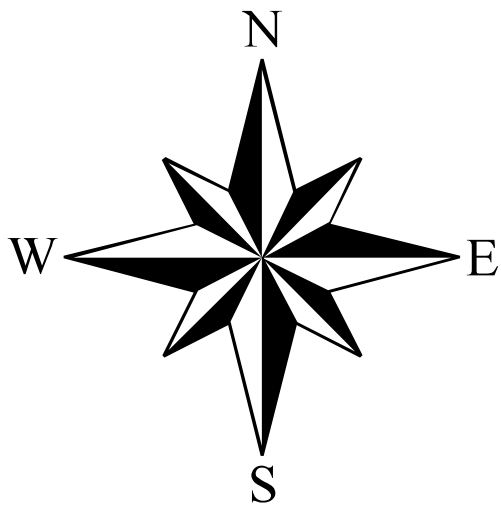
Date

Brian Wismer, Planning Commission Chairman

Crystal Griggs-Epps, City Clerk

APPROVED AS TO FORM:

City Attorney





PLANNER'S REPORT

TO: Adrienne Senter
FROM: Lynn Patterson
RE: Major Street Plan
DATE: April 8, 2020

BACKGROUND

The City of Hapeville has received a proposal from Chick Fil A Inc. for a new consolidated site plan with properties across Sherman Road along North Central (see attached survey and proposed plat). This would require a change to the Major Street Plan for the City of Hapeville by abandoning Sherman Road resulting in a sale to the adjacent property owners. The City would retain a utility easement for existing underground utilities on the site.

The Major Street Plan is a comprehensive tool that identifies transportation routes throughout the City and facilitates auto, bus, bicycle, and attendant pedestrian movement. As the Official Major Street Plan of Hapeville, Georgia is adopted by the Planning Commission and the Mayor & Council, any proposed change should be approved by those bodies, respectively.

Sec. 93-2-4. - Major street plan.

(a) For the purposes of this chapter, all streets in the city are hereby divided into four classes:

- (1) Major streets, 50 to 90 feet of right-of-way minimum.
- (2) Arterial streets, 40 to 70 feet of right-of-way minimum.
- (3) Minor and collector streets, 40 to 50 feet of right-of-way minimum.
- (4) Alleys, ten to 20 feet of right-of-way minimum.

(b) The classification of each street in the city is as shown on a map entitled "Official Major Street Plan of Hapeville, Georgia," adopted by the planning commission and the mayor and council and certified by the city clerk. This map is hereby made a part of this chapter and shall be retained in the office of the city clerk.

Sherman Road is classified as a minor street on the Official Major Street Plan (see next page).

RECOMMENDATION

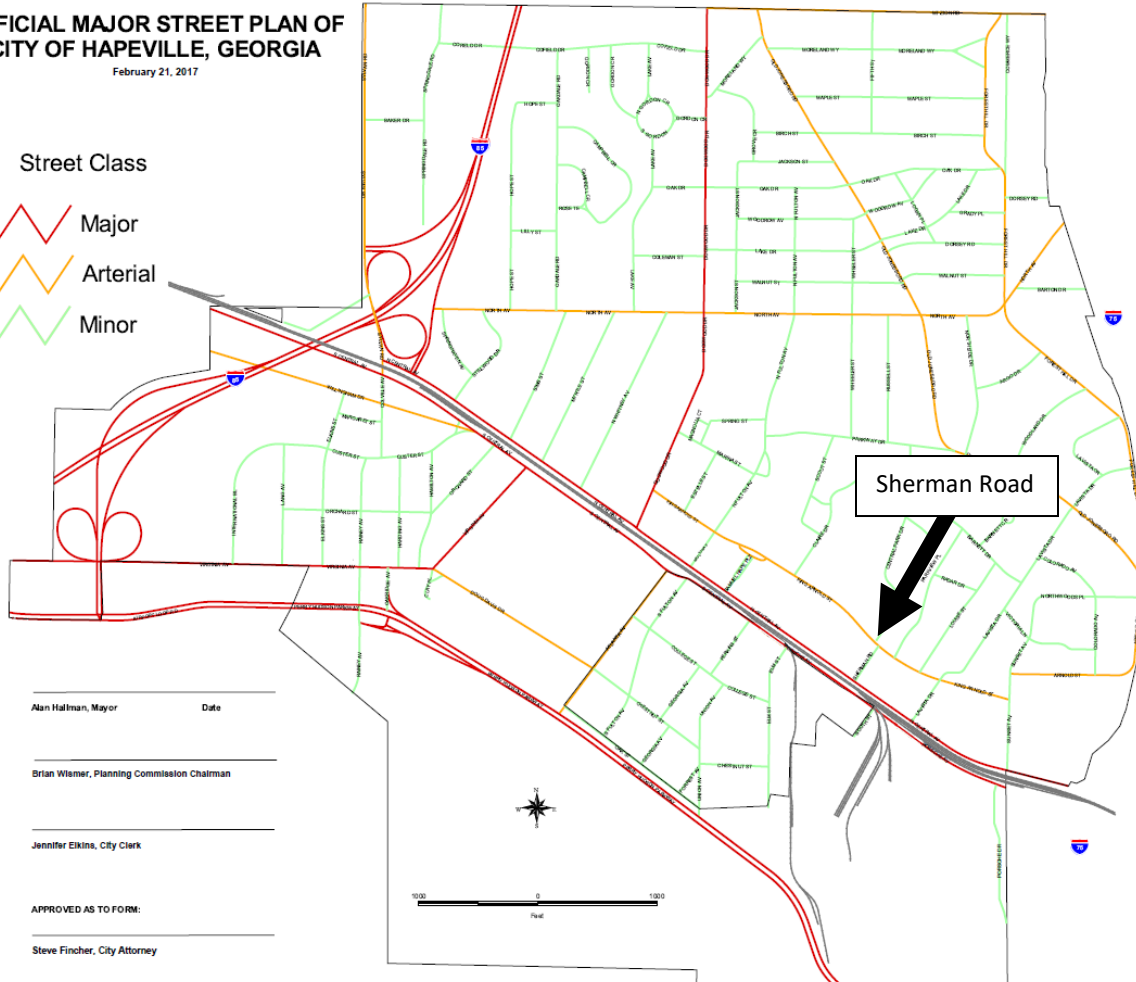
Given the potential redevelopment opportunities along N Central Ave, the proximity of Lavista Dr as a minor street connecting N Central and King Arnold, and the condition of the road, staff supports the change to the Major Street Plan and the abandonment of Sherman Road.

OFFICIAL MAJOR STREET PLAN OF CITY OF HAPEVILLE, GEORGIA

February 21, 2017

Street Class

-  Major
-  Arterial
-  Minor



Alan Hallman, Mayor

Date

Brian Wismer, Planning Commission Chairman

Jennifer Elkins, City Clerk

APPROVED AS TO FORM:

Steve Fincher, City Attorney

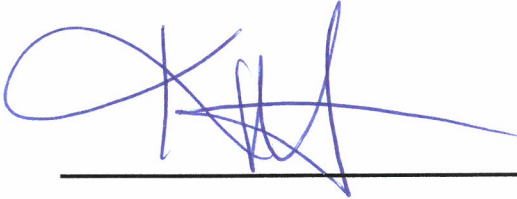


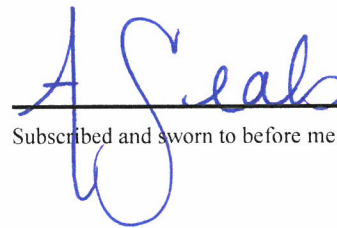
CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

PUBLISHER'S AFFIDAVIT

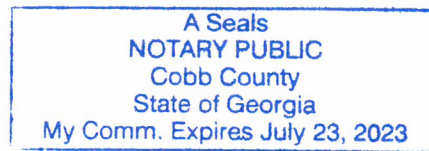
STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 07/24/2020.





Subscribed and sworn to before me this July 24, 2020



**NOTICE
City of Hapeville**

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, August 18, 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/81100667230>, or by dialing 1-888-788-0099 (Toll Free), Webinar ID: 811 0066 7230 to consider the following:

Consideration of an amendment to the Major Street Plan, City of Hapeville, Georgia Chapter 93 (Zoning), Article 2 (General Provisions), Section 93-2-4 (Major street plan) for the purpose of updating the City's Major Street Plan.

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 August 17, 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 August 17, 2020, will be read into the record as well as shared on the screen during the meeting.
#0000479451:7/24-1AS



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

**Planning Commission Meeting
3444 North Fulton Avenue
Hapeville, Georgia 30354**

July 14, 2020 6:00 PM

MINUTES

1. Call to Order

The meeting was called to order at 6:12 p.m.

2. Roll Call

Brian Wismer
G. Leah Davis - teleconference
Cliff Thomas
Lucy Dolan - teleconference
Jeanne Rast
Charlotte Rentz
Larry Martin - absent

3. Approval of Minutes

3.I. Minutes of April 14, 2020

Background:

This item was approved with conditions at the June 9, 2020 meeting. Staff is requesting the Planning Commission approve the minutes as submitted.

MOTION: Jeanne Rast made a motion, Cliff Thomas seconded to approve the minutes of April 14, 2020 as submitted. Motion Carried: 5-0.

3.II. Minutes of June 9, 2020

MOTION: Cliff Thomas made a motion, Charlotte Rentz seconded to approve the minutes of June 9, 2020 as submitted. Motion Carried: 5-0.

3.III. Minutes of June 25, 2020

MOTION: Leah Davis made a motion, Lucy Dolan seconded to approve the minutes of June 25, 2020 as submitted. Motion Carried: 5-0.

4. New Business

4.I. 817 Custer Street

Site Plan Review

Background:

Ardina Pierre requested site plan review to construct a new two and a half story, 2,622-sf single-family home at 817 Custer Street, Parcel Identification Number 14 009800080204. The property is zoned V, Village and is subject to the Neighborhood Conservation Area of the Architectural Design Standards.

The dwelling will have three bedrooms and two and a half bathrooms and will be 32'4" high from the average ground line across the front of the building. The site plan shows a 2 ½ story, 2,622-sf single family and a 2-car detached garage.

Ms. Pierre stated that the existing shed located on the adjacent property will be removed. Mr. Pierre also stated the driveway will be high grade concrete and not gravel or porous as indicated on the site plan.

Chairman Wismer asked staff to review code Section 93-2-6, Distance between buildings and Section 93-2-5, Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings, and fences as it relates to Comment 8 of the Planner's report.

MOTION: Jeanne Rast made a motion, Cliff Thomas seconded to approve the site plan for 817 Custer Street subject to the following conditions:

- 1. Applicant must address deficiencies #1-7 outlined in the Planner's report.**
- 2. Planner must confirm the setback requirements for the proposed accessory structure as it relates to Sections 93-2-6 and 93-2-5.**
- 3. The driveway surface is concrete and not porous.**
- 4. The adjacent neighbor's shed be removed or relocated.**

Motion Carried: 5-0.

4.II. 3273 Old Jonesboro Road

Site Plan Review

Background:

Terrence Adams requested site plan review to construct a new two-story single-family dwelling at 3273 Old Jonesboro Road, Parcel Identification Number 14 009400040442. The property is zoned R-SF, Residential Single Family and is subject to the Neighborhood Conservation Area of the Architectural Design Standards.

The dwelling will have 1,990-sf of living area, three bedrooms and two and half bathrooms, and will be 24.8' high from the foundation. A 484-sf detached garage will provide tow covered spaces, connected to the street via a nine-foot-wide driveway.

Mr. Adams stated the site plan indicated the width of the driveway is 12.2' and the

garage setback is shown as 6'9". The garage and patio are attached via a 7' wall.

MOTION: Jeanne Rast made a motion, Lucy Dolan seconded to approve the site plan request for 3273 Old Jonesboro Road subject to the following deficiencies:

1. The height of the garage must be provided.
 2. The applicant must provide a Tree Conservation and Protection Plan for review by Staff prior to the issuance of a Land Disturbance Permit.
 3. A detailed landscape plan must be provided showing the saved trees, new trees (size and species) and other landscaping. The site plan also shows shrub fence between the sidewalk which is not shown anywhere on the submitted landscape plan.
 4. The plans show an out of date construction schedule which must be updated.
- Discussion:** Chairman Wismer indicated Comment 1 of the Planner's report must be addressed. Jeanne Rast confirmed that the rear setback for the garage and dwelling is provided on the site plan.

Motion Carried: 5-0.

4.III. 244 Mt. Zion Road (formerly 250 Mt. Zion Rd.)

Site Plan Review

Background:

Justin Honore requested site plan review to construct a new two-story single-family dwelling at 244 Mt. Zion Road (formerly 250 Mt. Zion Rd), Parcel Identification Number 14 009400090090. The property is zoned R-1, One Family Residential and is subject to the Neighborhood Conservation Area of the Architectural Design Standards.

The dwelling will have 2,268-sf of living area, four bedrooms and three bathrooms, and will be 26'10" high from the foundation. No driveway detail or parking pad is delineated in the site plan.

The applicant stated that revised plans were submitted on July 14, 2020 to address the comments listed in the Planner's report.

MOTION: Jeanne Rast made a motion, Cliff Thomas seconded to approve the site plan request for 244 Mt. Zion Road provided that the City Planner confirms that the revised plans meets all the requirements noted in the Planner's report. **Motion Carried: 5-0.**

4.IV. 3206 Oakdale Road

Site Plan Review

Background:

Ranjan Avasthi requested site plan review to construct a new three and a half story single- family dwelling at 3206 Oakdale Road, Parcel Identification Number 14 009900031545. The property is zoned R-1, One Family Residential and is subject to the

Neighborhood Conservation Area of the Architectural Design Standards.

The dwelling will have four bedrooms and three and a half bathrooms and will be 35' from the average ground line across the front of the building and approximately 40'8" from the rear ground level. The limitation for heights is 35' from the average ground line across the front of the building and two and a half stories. The dwelling likely measures three and a half stories as the average level of the adjoining ground to the basement exceeds five feet. The applicant must provide actual measurements of the adjoining ground. The application and plans do not indicate actual square feet of living area.

MOTION: Leah Davis made a motion, Cliff Thomas seconded to approve the site plan request for 3206 Oakdale Road provided the applicant address the following deficiencies:

1. Replace survey on all sheets with correct address.
2. Provide average level of the adjoining ground to determine basement categorization.
3. Provide square footage of single-family dwelling.
4. Provide side, front, and rear setbacks.
5. Show proposed grades.
6. Provide location and size of proposed landscape material other than trees.
7. Provide an updated development schedule.
8. Provide proof of ownership as Tax records do not show the applicant as the owner.
9. Comply with Tree Conservation Ordinance.

Motion Carried: 5-0.

4.V. Major Street Plan

Text Amendment

Background:

Consideration of an amendment to the Major Street Plan.

The City of Hapeville received a proposal to change the Major Street Plan by abandoning Sherman Road to allow for a new consolidated site plan with properties across Sherman Road along North Central Avenue. The City would retain a utility easement for underground utilities on the site.

The Mayor and Council approved the request to abandoned Sherman Road on June 2, 2020.

MOTION ITEM: Jeanne Rast made a motion, Charlotte Rentz seconded to recommend approval to Mayor and Council. Motion Carried: 5-0.

4.IV. Townhome Density in U-V (Urban Village) Text Amendment

Background:

Consideration of a text amendment to Article 11.2 (Urban Village), Section 93-11.2-3 (Permitted uses) and Article 22.1 (Dimensional Requirements), Section 93-22.2-1 (Chart of dimensional requirements).

Staff has identified discrepancies and unclear language in the Zoning Code regarding the number of townhomes allowed per building in the U-V, Urban Village zoning district. The proposed text amendment corrects the text to reflect the requirements of the most current ordinances.

MOTION ITEM: Cliff Thomas made a motion, Charlotte Rentz seconded to recommend approval to Mayor and Council. Motion Carried: 5-0.

5. Next Meeting Date - Tuesday, August 11, 2020 at 6PM

6. Adjourn

There being no further discussion, the following action is taken:

MOTION ITEM: Cliff Thomas made a motion, Leah Davis seconded to adjourn the meeting at 7:13 p.m. Motion Carried: 5-0.

Respectfully submitted,

Brian Wismer, Chairman

Adrienne Senter, Secretary

DRAFT

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

3
4 **ORDINANCE NO. _____**

5
6 **AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 11.2 (“U-V ZONE**
7 **(URBAN VILLAGE)”), SECTION 93-11.2-3 (“PERMITTED USES”) AND CHAPTER 93**
8 **(“ZONING”), ARTICLE 22.1 (“DIMENSIONAL REQUIREMENTS”), SECTION 93-22.1-**
9 **1 (“CHART OF DIMENSIONAL REQUIREMENTS”) OF THE CODE OF**
10 **ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR**
11 **SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
12 **EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

13
14 **WHEREAS**, the Mayor and Council shall have full power and authority to provide for the
15 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
16 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
17

18 **WHEREAS**, the municipal government of the City of Hapeville (hereinafter “City”) and
19 all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be
20 the legislative body of the City; and,
21

22 **WHEREAS**, amendments to any of the provisions of the City’s Code may be made by
23 amending such provisions by specific reference to the section number of the City’s Code; and,
24

25 **WHEREAS**, existing ordinances, resolutions, rules and regulations of the City and its
26 agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall
27 remain effective until they have been repealed, modified or amended; and,
28

29 **WHEREAS**, every official act of the Mayor and Council which is to become law shall be
30 by ordinance; and,
31

32 **WHEREAS**, the procedures required for amending the City’s zoning ordinance have been
33 satisfied, including, but not limited to, notice and public hearings; and,
34

35 **WHEREAS**, the governing authority of the City finds it desirable to amend and clarify
36 requirements regarding townhomes in the Urban Village Zone.
37

38 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
39 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
40

41 **Section One.** Chapter 93 (Zoning), Article 11.2 (U-V Zone (Urban Village)), Section 93-
42 11.2-3 (Permitted Uses) of the City Code of Ordinances is hereby amended by striking subsection
43 (15) in its entirety, and replacing it with the following language:
44

45 (15) Single-family attached dwellings with at least two units attached, but no more than 12
46 units attached and subject to the density restrictions in subsection (23) of this section.

DRAFT

Section Two. Chapter 93 (Zoning), Article 22.1 (Dimensional Requirements), Section 93-22.1-1(Chart of dimensional requirements) of the City Code of Ordinances is hereby amended by striking the UV zone, Single-Family Attached Patio/Townhomes and Live-Work Unit row in its entirety and the category reference legend in its entirety, and replacing it with the following language:

See Exhibit “A”, attached and incorporated herein.

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

DRAFT

Alan Hallman, Mayor

ATTEST:

Crystal Griggs-Epps, City Clerk

APPROVED BY:

City Attorney

DRAFT

City of Hapeville Article 22.1 Dimensional Requirements

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

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	Two-Family Attached—Duplex		8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-3	Single-family Detached	60	8,500	8,500	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached—Duplex	60	8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
R-4	Single-family Detached	60	8,500	8,500	1,000	60	15	15	8	25	2½	35	2 DU	1

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	Accessory Structure(s)								5	6	2	25		
	Two-Family Attached Duplex	60	8,500	4,250	1,000	60	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Public/Townhomes	60	10,000	2,500	1,000	50	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or Less	100	10,000	3,000	730	50	20	20	10	25	2	30	2 DU	20
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or More	200	5 acres	2,000	730	50	20	20	10	25	4	40 b.	2 DU	20
	Accessory Structure(s)								5	5	2	25		

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R-5	Single-family Detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached 4 to 8 Units	40	10,000	2,500	1,000	70	15	15	5	10	2½	35	2 DU	a.
	Accessory Structure(s)							15	5	5	25			
R-SF	Single-family Detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-I	Single-family Detached	40	4,000	4,000	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached— Duplex	40	4,000	2,000	1,000	50	15	15	5	20	2½	35	2 DU	1

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	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	40	10,000	2,500	1,000	60	15	15	5	10	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
V	Single-family Detached	50	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	26		
	Single-family Attached—4 to 8 Units	50	10,000	2,500	1,000	70	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Condominiums	200	43,500	2,500	1,000	70	15	15	10	25		40 b..	2 DU	12

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	Accessory Structure(s) Conditional								5	5	2	25		Conditional
	Nonresidential	50	10,000	10,000	1,000	70	15	15	15	25		40 b..	c., d., e.	N/A
C-R	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2½	25		
	Two-Family Attached— Duplex	60	8,500	4,250	1,000	40	15	15	6	20	2½	35	2 DU	1
	Single-family Attached Patio/Townhomes	50	10,000	2,500	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Multifamily—2 Stories or Less	100	30,000	3,000	480	50	15	15	10	25	2	35	2 DU	1
	Nonresidential with floor areas not exceeding 6,000 sf	100	8,500		1,000	60	15	15	15	25	2½	40 b.	c., d., e.	

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	Nonresidential with floor areas in exceeding 6,000 sf	200	5 acres	1,000	500	50	15	15	15	25		40 b.	c., d., e.	
C-1	Nonresidential					80	15	15	0	0		40 b.	c., e.	
C-2	Nonresidential					80	15	15	0	0		40 b.	c., d., e.	
D-D	Nonresidential					80	15	15	0	0		40 b.	c., e.	
I-1	Light Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
I-2	Heavy Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
N-C	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Duplex	80	8,500	4,250	1,000	60	15	15	5	20	2½	35	2 DU	2

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	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or Less	100	10,000	3,000	480	50	20	20	10	26	2	35	2 DU	20
	Multifamily - 3 Stories or Greater	125	10,000	3,000	730	50	20	20	10	25	4	40 b.	2 DU	30
	Nonresidential	100	8,500		1,000	60	15	15	15	25	4	40 b.	c., d., e., f.	
UV	Single-family Detached	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1.5 DU	1
	Accessory Structure(s)								0	0	2	25		
	Single-family Attached - Duplex	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family Attached Patio/Townhomes	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	l.

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	and Live-Work Unit													
	Accessory Structure(s)								0	0	2	25		
	Multifamily	20	2,000		600	90	0/15	0/15	0	0	4 g.	64 g.	1 DU	
	Nonresidential	20	2,000			90	0/15	0/15	0	0	4 g.	64 g.	d, e, i. j. k.	
RMU	Single-family Detached	30	2,400	m	1,000	100	0/16	0/15	0	0	2½	35	1.5 DU	1
	Accessory Structure(s)								0	0	2	25		
	Single-family Attached - Duplex	30	2,400	m	1,000	100	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family Attached Patio/Townhomes and Live-Work Unit	20	1,200	m	1,000	100	0/15	0/15	0	0	3	45	1 DU, h	a.

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	Accessory Structure(s)								0	0	2	25		
	Multifamily—Condominium	20	2,000	m	600	100	0/15	0/15	0	0	6 b.	m	1 DU	
	Non-Residential	20	2,000			100	0/15	0/15	0	0	6 b.	m	d., e., i., j., k.	

- a. Single-family attached patio/townhomes cannot have more than eight units per building and no less than four units attached.
- b. Buildings over 40 feet in height must be approved by the building official and fire chief to ensure that fire safety design standards are met.
- c. One parking space for every 200 square feet of enclosed commercial floor area.
- d. One parking space for every unit in a hospital, hotel, motel, boardinghouse, or similar establishment. One off-street loading space for every 10,000 square feet of building.
- e. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
- f. One parking space for every two employees on the largest shift of any industrial uses or similar establishment.
- g. Buildings over four stories or 64 feet in height must be approved by the planning commission and the fire chief to insurance that fire safety standards are met. One off-street loading space for every 10,000 square feet of building.
- h. All live-work units shall provide a total of three parking spaces per dwelling unit, one of which may be provided in adjacent on-street parking.
- i. Three parking spaces for every 1,000 square feet of enclosed commercial/office floor area.
- j. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
- k. Three parking spaces for every 1,000 square feet of enclosed restaurant floor area; and three parking spaces for every 1,000 square feet of unenclosed restaurant floor area when such floor area exceeds 300 square feet.
- l. Single-family attached patio/townhomes cannot have more than 12 units attached and no less than two units attached.
- m. Reference subsection 93-11.5-3(18) Residential density limitations.

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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 _____, 2019.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

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Crystal Griggs-Epps, City Clerk

APPROVED BY:

City Attorney

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

DATE: March 4, 2020
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: **Text Amendment – Correction & Clarification – Townhome Density in U-V.**

BACKGROUND

Staff has identified discrepancies and unclear language in the Zoning Code regarding the number of townhomes allowed per building in the U-V, Urban Village zoning district. The following text amendment corrects the text to reflect the requirements of the most current ordinances.

CODE

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

Sec. 93-11.2-3 – Permitted Uses

The following are permitted within the U-V zone:

Change:

- (15) Single-family attached dwellings with at least two units attached, but no more than 12 and subject to the density restrictions in subsection (19) of this section.

To:

- (15) Single-family attached dwellings with at least two units attached, but no more than 12 units attached and subject to the density restrictions in subsection (23) of this section.

ARTICLE 22.1. - DIMENSIONAL REQUIREMENTS

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

Change the "Max Unit Per Bldg. Lot" for "UV" "Single-family Attached Patio/Townhomes and Live-Work Unit" from:

a.

To:

I.

Change reference for "I." from:

I. Reserved.

To:

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



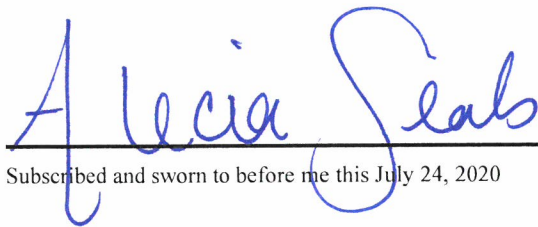
CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

PUBLISHER'S AFFIDAVIT

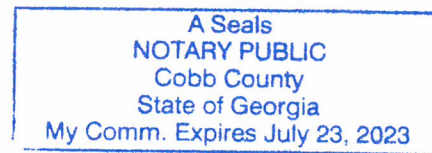
STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 07/24/2020.





Subscribed and sworn to before me this July 24, 2020



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, August 18, 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/81100667230>, or by dialing 1-888-788-0099 (Toll Free), Webina ID: 811 0066 7230 to consider the following:

Consideration of an amendment to the Code of Ordinances, City of Hapeville, Georgia Chapter 93 (Zoning), Article 11.2 (U-V Zone, Urban Village), Section 93-11.2-3 (Permitted Uses) and Chapter 93 (Zoning), Article 2 2.1 (Dimensional Requirements), Section 93-22.1-1 (Chart of Dimensional Requirements) for the purpose of amending and clarifying requirements regarding townhomes in the Urban Village Zone.

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 August 17, 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 August 17, 2020, will be read into the record as well as shared on the screen during the meeting.

#0000479446:7/24-1AS



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

**Planning Commission Meeting
3444 North Fulton Avenue
Hapeville, Georgia 30354**

July 14, 2020 6:00 PM

MINUTES

1. Call to Order

The meeting was called to order at 6:12 p.m.

2. Roll Call

Brian Wismer
G. Leah Davis - teleconference
Cliff Thomas
Lucy Dolan - teleconference
Jeanne Rast
Charlotte Rentz
Larry Martin - absent

3. Approval of Minutes

3.I. Minutes of April 14, 2020

Background:

This item was approved with conditions at the June 9, 2020 meeting. Staff is requesting the Planning Commission approve the minutes as submitted.

MOTION: Jeanne Rast made a motion, Cliff Thomas seconded to approve the minutes of April 14, 2020 as submitted. Motion Carried: 5-0.

3.II. Minutes of June 9, 2020

MOTION: Cliff Thomas made a motion, Charlotte Rentz seconded to approve the minutes of June 9, 2020 as submitted. Motion Carried: 5-0.

3.III. Minutes of June 25, 2020

MOTION: Leah Davis made a motion, Lucy Dolan seconded to approve the minutes of June 25, 2020 as submitted. Motion Carried: 5-0.

4. New Business

4.I. 817 Custer Street

Site Plan Review

Background:

Ardina Pierre requested site plan review to construct a new two and a half story, 2,622-sf single-family home at 817 Custer Street, Parcel Identification Number 14 009800080204. The property is zoned V, Village and is subject to the Neighborhood Conservation Area of the Architectural Design Standards.

The dwelling will have three bedrooms and two and a half bathrooms and will be 32'4" high from the average ground line across the front of the building. The site plan shows a 2 ½ story, 2,622-sf single family and a 2-car detached garage.

Ms. Pierre stated that the existing shed located on the adjacent property will be removed. Mr. Pierre also stated the driveway will be high grade concrete and not gravel or porous as indicated on the site plan.

Chairman Wismer asked staff to review code Section 93-2-6, Distance between buildings and Section 93-2-5, Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings, and fences as it relates to Comment 8 of the Planner's report.

MOTION: Jeanne Rast made a motion, Cliff Thomas seconded to approve the site plan for 817 Custer Street subject to the following conditions:

- 1. Applicant must address deficiencies #1-7 outlined in the Planner's report.**
- 2. Planner must confirm the setback requirements for the proposed accessory structure as it relates to Sections 93-2-6 and 93-2-5.**
- 3. The driveway surface is concrete and not porous.**
- 4. The adjacent neighbor's shed be removed or relocated.**

Motion Carried: 5-0.

4.II. 3273 Old Jonesboro Road

Site Plan Review

Background:

Terrence Adams requested site plan review to construct a new two-story single-family dwelling at 3273 Old Jonesboro Road, Parcel Identification Number 14 009400040442. The property is zoned R-SF, Residential Single Family and is subject to the Neighborhood Conservation Area of the Architectural Design Standards.

The dwelling will have 1,990-sf of living area, three bedrooms and two and half bathrooms, and will be 24.8' high from the foundation. A 484-sf detached garage will provide tow covered spaces, connected to the street via a nine-foot-wide driveway.

Mr. Adams stated the site plan indicated the width of the driveway is 12.2' and the

garage setback is shown as 6'9". The garage and patio are attached via a 7' wall.

MOTION: Jeanne Rast made a motion, Lucy Dolan seconded to approve the site plan request for 3273 Old Jonesboro Road subject to the following deficiencies:

1. The height of the garage must be provided.
 2. The applicant must provide a Tree Conservation and Protection Plan for review by Staff prior to the issuance of a Land Disturbance Permit.
 3. A detailed landscape plan must be provided showing the saved trees, new trees (size and species) and other landscaping. The site plan also shows shrub fence between the sidewalk which is not shown anywhere on the submitted landscape plan.
 4. The plans show an out of date construction schedule which must be updated.
- Discussion:** Chairman Wismer indicated Comment 1 of the Planner's report must be addressed. Jeanne Rast confirmed that the rear setback for the garage and dwelling is provided on the site plan.

Motion Carried: 5-0.

4.III. 244 Mt. Zion Road (formerly 250 Mt. Zion Rd.)

Site Plan Review

Background:

Justin Honore requested site plan review to construct a new two-story single-family dwelling at 244 Mt. Zion Road (formerly 250 Mt. Zion Rd), Parcel Identification Number 14 009400090090. The property is zoned R-1, One Family Residential and is subject to the Neighborhood Conservation Area of the Architectural Design Standards.

The dwelling will have 2,268-sf of living area, four bedrooms and three bathrooms, and will be 26'10" high from the foundation. No driveway detail or parking pad is delineated in the site plan.

The applicant stated that revised plans were submitted on July 14, 2020 to address the comments listed in the Planner's report.

MOTION: Jeanne Rast made a motion, Cliff Thomas seconded to approve the site plan request for 244 Mt. Zion Road provided that the City Planner confirms that the revised plans meets all the requirements noted in the Planner's report. **Motion Carried: 5-0.**

4.IV. 3206 Oakdale Road

Site Plan Review

Background:

Ranjan Avasthi requested site plan review to construct a new three and a half story single-family dwelling at 3206 Oakdale Road, Parcel Identification Number 14 009900031545. The property is zoned R-1, One Family Residential and is subject to the

Neighborhood Conservation Area of the Architectural Design Standards.

The dwelling will have four bedrooms and three and a half bathrooms and will be 35' from the average ground line across the front of the building and approximately 40'8" from the rear ground level. The limitation for heights is 35' from the average ground line across the front of the building and two and a half stories. The dwelling likely measures three and a half stories as the average level of the adjoining ground to the basement exceeds five feet. The applicant must provide actual measurements of the adjoining ground. The application and plans do not indicate actual square feet of living area.

MOTION: Leah Davis made a motion, Cliff Thomas seconded to approve the site plan request for 3206 Oakdale Road provided the applicant address the following deficiencies:

1. Replace survey on all sheets with correct address.
2. Provide average level of the adjoining ground to determine basement categorization.
3. Provide square footage of single-family dwelling.
4. Provide side, front, and rear setbacks.
5. Show proposed grades.
6. Provide location and size of proposed landscape material other than trees.
7. Provide an updated development schedule.
8. Provide proof of ownership as Tax records do not show the applicant as the owner.
9. Comply with Tree Conservation Ordinance.

Motion Carried: 5-0.

4.V. Major Street Plan

Text Amendment

Background:

Consideration of an amendment to the Major Street Plan.

The City of Hapeville received a proposal to change the Major Street Plan by abandoning Sherman Road to allow for a new consolidated site plan with properties across Sherman Road along North Central Avenue. The City would retain a utility easement for underground utilities on the site.

The Mayor and Council approved the request to abandoned Sherman Road on June 2, 2020.

MOTION ITEM: Jeanne Rast made a motion, Charlotte Rentz seconded to recommend approval to Mayor and Council. Motion Carried: 5-0.

4.IV. Townhome Density in U-V (Urban Village) Text Amendment

Background:

Consideration of a text amendment to Article 11.2 (Urban Village), Section 93-11.2-3 (Permitted uses) and Article 22.1 (Dimensional Requirements), Section 93-22.2-1 (Chart of dimensional requirements).

Staff has identified discrepancies and unclear language in the Zoning Code regarding the number of townhomes allowed per building in the U-V, Urban Village zoning district. The proposed text amendment corrects the text to reflect the requirements of the most current ordinances.

MOTION ITEM: Cliff Thomas made a motion, Charlotte Rentz seconded to recommend approval to Mayor and Council. Motion Carried: 5-0.

5. Next Meeting Date - Tuesday, August 11, 2020 at 6PM

6. Adjourn

There being no further discussion, the following action is taken:

MOTION ITEM: Cliff Thomas made a motion, Leah Davis seconded to adjourn the meeting at 7:13 p.m. Motion Carried: 5-0.

Respectfully submitted,

Brian Wismer, Chairman

Adrienne Senter, Secretary

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered by and between

HAPEVILLE ELEMENTARY

(School / Facility owned and operated by Fulton County Schools) and

HOYT SMITH RECREATION CENTER, 3444 N. FULTON AVE., HAPEVILLE

(Alternate Site Name and Address)

WHEREAS, the alternate site provider is authorized and empowered to enter into leases and building use agreements; and

WHEREAS, if a school should need to evacuate students and staff due to an emergency from one of its buildings or grounds, the school district desires to identify a site where students and staff may be housed until they can be released. Since the alternate site provider could act as a temporary shelter, it is reasonable to set up an agreement outlining the terms; and

WHEREAS, the school desires to enter into an agreement for the emergency only use of the building for students and staff; and

WHEREAS, the alternate site provider understands and agrees that after meeting its responsibilities to its primary usage, it will permit the school to use its physical facilities as an emergency shelter in the event of a disaster;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. The school shall exercise reasonable care in the use of the alternate facility. Should any supplies be used or damages occur to the physical facility, the Principal should report this information to the Risk Management Department within 24 hours of occurrence.
2. Adequate supervision, as approved by the Principal, will be present.
3. The alternate site provider shall make reasonable efforts to make a building available for emergency shelter use by the school with minimal notice.
4. This agreement shall commence upon the date of execution by both parties. This agreement will remain in force and effect for one year, but may be terminated by either party at any time upon receipt of a thirty day written notice.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this agreement on behalf of the respective parties and state that this agreement has been read and each provision is understood. Implementation of this agreement will be in accordance with the emergency operations plan for Fulton County Schools.

HAPEVILLE ELEM.
(School / Facility)

Thomas Bennett
(Principal / Building Administrator)

8/4/2020
(Date)

(Print Name of Alt Site Owner / Rep)

(Principal/Owner/Manager Signature)

(Date)

Emergency Contact Name

Emergency Contact Cell / Phone Number

Proposed Summary of Terms and Conditions
City of Hapeville
July 28, 2020

This Summary of Terms and Conditions is for discussion purposes only and is not a commitment to lend by Regions Bank (“Bank”). Any commitment is subject to Bank due diligence and Bank management approval. The following is a basic outline of the terms and conditions which are generally available at this time. These terms and conditions are subject to change, in Bank’s sole and absolute discretion, at any time prior to the execution of a binding commitment or agreement, based on market, underwriting, collateral or other conditions.

Borrower:	The City of Hapeville, GA
Lender:	Regions Equipment Finance Corp, affiliates, or assigns
Facility:	\$770,000 municipal loan
Purpose:	Proceeds will be used to finance capital expenditure needs for police cars, vehicles and a firetruck. Takedowns can be in one or multiple schedules.
Term:	Forty-eight (48) months, Sixty (60) months or Seventy-two (72) months, depending on the City of Hapeville’s preference.
Tax-exempt Rate:	Currently the Bank Qualified tax-exempt rate is 2.27%%. The rate will be adjusted to maintain the relationship between the Lessor’s yield and Lessor’s cost of funds. Based on the current 2.27% rate, the current payment for a 48 month term is \$16,796 per month; the current payment for a 60 month term is \$13,588 per month; the current payment for a 72 month term is \$11,449 per month.
Closing Date:	On or before December 30, 2020.
Documentation:	Lender will provide all documentation required to close the Loan should an agreement be reached and final approval is obtained. Any modifications requested by Borrower must be approved by Lender.
Costs:	\$650 per schedule plus any UCC lien search and filing fees.

Governmental Finance

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Phone (704) 954-1700
Fax (704) 954-1799

July 28, 2020

Mr. Randy Brewer
Finance Director
Mr. Tim Young
City Manager
City of Hapeville, Georgia

Via Electronic Mail: RBrewer@hapeville.org; TYoung@hapeville.org;

Gentlemen:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the City of Hapeville, Georgia ("Borrower").

PROJECT: Lease Purchase for Various Vehicles and Equipment

AMOUNT: \$770,000.00

MATURITY DATE: A. Four (4) Years
B. Five (5) Years
C. Six (6) Years

INTEREST RATE: A. 1.65%
B. 1.71%
C. 1.78%

TAX STATUS: Tax Exempt-BQ

PAYMENTS: Interest: Annual (or as requested)
Principal: Annual (or as requested)

**INTEREST RATE
CALCULATION:** 30/360

SECURITY: First lien security interest in all vehicles and equipment purchased with proceeds

**PREPAYMENT
TERMS:** Callable in whole at par at any time

**RATE
EXPIRATION:** 9/10/2020

LEGAL REVIEW**FEE:** \$0**FUNDING:** Proceeds will be deposited into an account held with Lender pending disbursement unless equipment is delivered prior to closing.**DOCUMENTATION:** Lender proposes to use the standard Georgia Municipal Association lease purchase documents.**REPORTING****REQUIREMENTS:** Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender will have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow less than \$10,000,000 in the current calendar year and that the financing will be bank qualified and tax exempt under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not bank qualified and tax exempt.

We appreciate the opportunity to offer this financing proposal. Please call me at (704) 607-6985 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank



Mary Parrish Coley
Senior Vice President

Resolution Approving Financing Terms

WHEREAS: The City of Hapeville, Georgia (the “Borrower”) has previously determined to undertake a project for the financing of various vehicles and equipment including a sport utility vehicle, police vehicles, a fire truck and police radios (together, the “Project”), and the finance director (“Finance Director”) has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated July 28, 2020. The amount financed shall not exceed \$770,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed _____%, and the financing term shall not exceed _____ years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Director is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2020.

By: _____

By: _____

Title: _____

Title: _____

SEAL

Randy Brewer

From: Wayne Goodwin <wayne.goodwin@ozk.com>
Sent: Tuesday, July 28, 2020 3:24 PM
To: Randy Brewer
Cc: Tim Young
Subject: RE: Request for Proposal - Equipment Financing - Response Requested

Good afternoon Mr. Brewer,

Here's the proposal pertaining to your request below.

Vehicle Loans:

Terms - 5 years
Rate - 5.00% or higher
LTC or LTV - 80%

Business Equipment Loans:

Terms - 2 years.....up to 10 years for heavy equipment
Rate - 5.00% or higher
LTC or LTV - 70%

Randy, let me know if you want me to put this on letterhead or if email format is sufficient.

Thank you,



Wayne Goodwin
SVP Commercial Lending
3333 Riverwood Parkway, Suite 350, Atlanta, GA 30339
O: 678-293-1361 | M:404-472-8198
NMLS# 1741299
wayne.goodwin@ozk.com
ozk.com
  

From: Randy Brewer <rbrewer@hapeville.org>
Sent: Tuesday, July 28, 2020 2:36 PM
To: Wayne Goodwin <wayne.goodwin@ozk.com>
Cc: Tim Young <TYoung@hapeville.org>
Subject: RE: Request for Proposal - Equipment Financing - Response Requested

Warning - External Email

00043

3468 N. Fulton

30354



January 22, 2020

Purchase Order

To: Roz Icenhour, Akins Ford Dodge Jeep Chrysler.

From: Richard M. Glavosek, Chief of Police

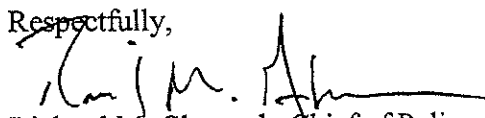
Re: Purchase of 3 pitch black in color 2020 Dodge Durango, 5.7L Pursuit Vehicles.

Please accept this letter as a Purchase Order for 3 pitch black in color 2020 Dodge Durango, 5.7L Pursuit Vehicles, at a cost of \$60,771.31 each, which includes the added up fitted equipment and delivery, pursuant to your quote dated January 13, 2020. The vehicles and added equipment are as follows:

- (3) 2020 Dodge Durango's:
- All wheel Drive 5.7L V8
- Pitch Black Exterior
- Black Interior
- Up fitted Equipment.

Including the delivery and added equipment, the total cost of \$182,313.93 will be paid in full directly by The City of Hapeville upon receipt of the order. If there is anything else that I need to provide to complete the order, please don't hesitate to call. My office number is (404) 669-2150.

Respectfully,


Richard M. Glavosek, Chief of Police



Sutphen Corporation
PO Box 158
Amlin, OH 43002
Tel 614.889.1005 800.848.5860
Fax 614.889.0874 www.sutphen.com

PLEASE REMIT TO:
Sutphen Corporation
PO Box 74008610
Chicago, IL 60674-8610

INVOICE

DATE:
08/12/20

NUMBER:
HS-6664

SOLD TO: City of Hapeville
3468 North Fulton Ave.
Hapeville, GA 30354

VIN #1S9A1BND4L3003163

ORDER NO:
HS-6664

DATE:
08/20/19

CUSTOMER'S PO #:
5812

SALES REP:
JH

PREPARED BY:
SJ

TERMS:
Payable upon Delivery

ITEM / DESCRIPTION:

One Sutphen Custom Pumper

AMOUNT:

\$ 549,927.00

NOTE: TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN ONE COPY WITH PAYMENT AND SHOW INVOICE NUMBER ON YOUR CHECK.



GA Statewide Contract ES-RFR-40199-409

Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.3L V6 Hybrid Engine, Cloth Front/Vinyl Rear, Power Windows/Locks/Mirrors/Drv Seat, Pursuit Rated Tires

WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Jessica Davis, Jdavis@wade.com, 678.385.3427

Code	Vehicle Options	Total	Code	Added Equipment	Total
1 99B	3.3 V6 Regular Gasoline Eng	(3,083.00)	66A	Head Light Solution	868.00
1 99C	3.0 L V6 EcoBoost Engine	759.00	66B	Tail Light Solution	417.00
		0.00	66C	Rear Lighting Solution	442.00
86T	Taillight Housing	59.00	67G	Cargo Wiring Upfit Pkg	1,314.00
51PW	Spotlight Prep (1,2)	136.00	67H	Ready for Road Pkg	3,485.00
51YZ	Regular Spot Light (1,2)	210.00	67U	Ultimate Wiring Pkg	544.00
51RS	LED Spot Light (1,2) Unity	411.00	60A	Pre Wire Grille	49.00
43D	Dark Car (Courtesy light inop)	19.00	47C	Front Wire Connector Kit	102.00
47A	Engine Idle Feature	255.00	21P	Rear Wire Connector Kit	127.00
17T	Red Cargo Dome Lamp	49.00	63L	Rear Quarter Marker Lights	563.00
65U	Interior Upgrade	378.00	63B	Side Marker Mirror Lights	285.00
1 16C	Carpet w/ Mats	122.00	21L	Front Aux Warn Lights	540.00
1 88F	2nd Row Cloth Seats	59.00	21W	Front Pocket Warn Lights	626.00
87P	Power Passenger Seat	310.00	96W	Windshield Warning Lights	1,092.00
17A	Dual AC w/ Front Controls	597.00	96T	Rear Spoiler Warning Lights	1,371.00
64E	Painted Aluminum Wheels	461.00	18X	100 Watt Siren Speaker	294.00
65L	Full Wheel Covers	59.00	52B	Enhanced TPU Cooler	2,865.00
			16D	Badge Delete	0.00
61RS	Steering Wheel Switches	153.00	91A	Two Tone Vinyl (roof doors)	821.00
59*	Keyed Alike (Need code)	49.00			0.00
1 55F	Keyless Remote (4 total)	332.00	CB1	Standard Cop Box Installed	1,995.00
593	Perimeter Alarm (req 55F)	117.00	SB1	Standard Scale Box Installed	2,395.00
1 87R	Camera Monitor in Mirror	0.00		other models available	0.00
19L	Lockable Gas Cap	20.00			0.00
76R	Reverse Sensing	269.00			0.00
60R	Noise Suppression Bonds	98.00			0.00
1 549	Heated Mirrors	59.00			0.00
55B	BLIS (Blind Spot Alert)	533.00			0.00
63V	Cargo Storage Vault	239.00	2TD	2-tone Paint 4 Doors Only	1,000.00
942	Daytime Running Lights	43.00	2TB	2-tone Paint Doors & Roof	1,300.00
43L	Silent Mode (req 942)	19.00			0.00
68Z	Roof Rack	152.00	1	Dana Safety Quote	5,980.72
68G	Rear Door Handle/Lock Inop	34.00			0.00
52P	Hidden Lock Plunger	157.00			0.00
18W	Rear Window Inop	25.00			0.00
90DE	Ballistic Doors Lvl 3 (1,2)	1,553.00			0.00
90FG	Ballistic Doors Lvl 4 (1,2)	2,365.00			0.00
41H	Engine Block Heater	88.00		DELIVERY	0.00

PAINT COLORS				
	YZ	Oxford White	Vermillion Red	E4
1	UM	Black	Light Blue Metallic	LN
	BU	Medium Brown Metallic	Blue Metallic	FT
	E3	Arizona Beige Clearcoat	Silver Gray Metallic	TN
	HG	Smokestone Metallic	Sterling Gray Metallic	UJ
	J1	Kodiak Brown Metallic	Ingot Silver Metallic	UX
	JL	Dark Toreador Red Metallic	Medium Titanium Metallic	YG
	KR	Norsea Blue Metallic	Fire Engine Red (VSO)	4650
	LK	Dark Blue	Dark Forest Green (VSO)	7606
	LM	Royal Blue	Emerald Green (VSO)	7862

VSO Special Paint add 950.00

Base Vehicle	\$34,984.00
Total Chassis Options	(\$1,752.00)
Total Body Options	\$5,980.72
VSO Paint	0.00
Delivery Zone	
Total	\$39,212.72

Agency Contact _____

Phone _____

Agency _____

Address _____



President
Vince Williams
Mayor, Union City

August 14, 2020

First Vice President
Jim Thornton
Mayor, LaGrange

Second Vice President
Julie Smith
Mayor, Tifton

Third Vice President
Michelle Cooper Kelly
Mayor Pro Tem, Marietta

Immediate Past President
Phil Best
Mayor, Dublin

Executive Director
Larry H. Hanson

Mr. Randy Brewer
Financial Services Director
City of Hapeville
Post Office Box 82311
Hapeville, Georgia 30354

RE: Direct Installment Program

Dear Mr. Brewer:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by September 15, 2020 to guarantee the 1.71% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

A handwritten signature in black ink that reads 'Darin Jenkins'. The signature is fluid and cursive, with the first name 'Darin' being more prominent.

Darin Jenkins
Director of Financial Services

/DJ
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated August 26, 2002, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. Lease Payments. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
 - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

☐ The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

☒ The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
Truist Project Account		\$771,453.65

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Truist Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)

City of Hapeville

Signed By: _____
City Manager or Mayor

Print Name: _____

Attested By: _____
City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____
Executive Director

Attested By: _____
Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Various Vehicles		\$771,453.65

City of Hapeville, Georgia
GMA Lease Purchase Financing for Various Vehicles and Equipment
Sample Payment Schedule
Five (5) Years; Annual Payments in Arrears

Nominal Annual Rate: 1.710%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/10/2020	771,453.65	1		
2	Payment	09/10/2021	162,295.30	5	Annual	09/10/2025

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/10/2020				771,453.65
2020 Totals		0.00	0.00	0.00	
1	09/10/2021	162,295.30	13,191.86	149,103.44	622,350.21
2021 Totals		162,295.30	13,191.86	149,103.44	
2	09/10/2022	162,295.30	10,642.19	151,653.11	470,697.10
2022 Totals		162,295.30	10,642.19	151,653.11	
3	09/10/2023	162,295.30	8,048.92	154,246.38	316,450.72
2023 Totals		162,295.30	8,048.92	154,246.38	
4	09/10/2024	162,295.30	5,411.31	156,883.99	159,566.73
2024 Totals		162,295.30	5,411.31	156,883.99	
5	09/10/2025	162,295.30	2,728.57	159,566.73	0.00
2025 Totals		162,295.30	2,728.57	159,566.73	
Grand Totals		811,476.50	40,022.85	771,453.65	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.

1.710%	\$40,022.85	\$771,453.65	\$811,476.50
--------	-------------	--------------	--------------

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated August, 26, 2002 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Hapeville (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Hapeville

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D
Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Hapeville		2 Issuer's employer identification number (EIN) 69-0580434
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Post Office Box 82311	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hapeville, GA 30354		7 Date of issue
8 Name of issue City of Hapeville / GMA Essential Equipment Lease-Purchase		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Mr. Randy Brewer, Financial Services Director		10b Telephone number of officer or other employee shown on 10a (404) 669-2100

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	\$771,453.65
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► Various Vehicles	18	
19 If obligations are TANs or RANs, check only box 19a ► ☐		
If obligations are BANs, check only box 19b ► ☐		
20 If obligations are in the form of a lease or installment sale, check box ► ☒		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ \$771,453.65	\$ N/A	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$771,453.65
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	0 00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$771,453.65

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded ►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

Form **8038-G** (Rev. 9-2011)

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of August, 26, 2002, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The _____ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Various Vehicles (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. ☐ An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check box if applicable)

☐ An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Hapeville, Georgia (the "City"), and that the foregoing is a true copy of the ☐ Resolution or, ☐ Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

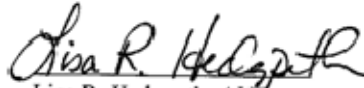
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF WILSON

AFFIDAVIT OF LISA R. HEDGPETH

BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

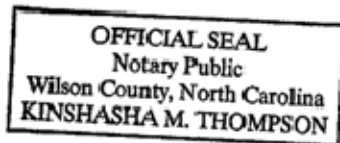
1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.

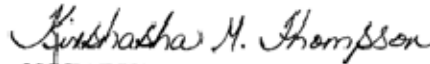


Lisa R. Hedgpeth, AVP
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.

(Seal)





NOTARY PUBLIC

Printed Name: Kinshasha M. Thompson
My Commission Expires: 10/2/2012

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT is dated as of _____, and is by and between **CITY OF HAPEVILLE, GEORGIA**, a public body of the State of Georgia (the “Lessee”), and **TRUIST BANK** (“Truist”), as assignee of Georgia Municipal Association, Inc. (“GMA”).

RECITALS

The Lessee is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Lease Supplement dated as of _____ (the “Lease Supplement”), by and between the Lessee and GMA. GMA, will prior to the undertakings of Truist herein, assign the Lease Supplement to Truist. The purpose of the Lease Supplement is to provide for an advance of **\$771,453.65** to the Lessee to finance the Lessee's acquisition of Property, as defined in the Lease Supplement. In partial consideration for Truist's assumption of the Lease Supplement, the Lessee has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS.

In this Project Fund Agreement, the term “**Project Costs**” means all costs of the design, planning, acquiring, installing of the Property as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Lease Payments payable by the Lessee under the Lease Supplement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Property through the Lease Supplement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Lease Supplement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date and the assignment of the Lease Supplement by GMA to Truist, Truist will deposit **\$771,453.65** into a special account of the Lessee at Truist Bank to be designated “2020-_____ “City of Hapeville Project Fund” (the “Project Fund”). This account shall be held separate and apart from all other funds of the Lessee. The Project Fund is the Lessee's property, but the Lessee will withdraw amounts on deposit in the Project Fund only as provided in the Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of Truist to secure the Lessee's obligations under the Lease Supplement.

2.2. Requisitions from Project Fund. The Lessee may withdraw funds from the Project Fund only after authorization from Truist. Truist will disburse funds from the Project Fund only to the Lessee and only upon its receipt of written requisitions from one of the designated Authorized Representatives named in the Certificate of Authorized Representatives contained herein and substantially in the form of Exhibit A attached hereto.

2.3. Disposition of Project Fund Balance.

(a) ***Upon completion*** -- Promptly after the acquisition and installation of the Property has been completed, the Lessee shall deliver to Truist a certificate to such effect signed by a Lessee Representative.

(b) ***Upon default*** -- Upon the occurrence of an Event of Default, Truist may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) ***Upon event of nonappropriation*** -- Upon an event of nonappropriation, Truist may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) ***After delay or inactivity*** -- If (i) more than three years have elapsed from the Closing Date or (ii) at least six months has passed from Truist's most recent receipt of a requisition for Project Costs, then Truist, upon 30 days' notice from Truist to the Lessee, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(e) ***Application of Project Fund balance*** -- Truist will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the prepayment date, and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions of Section 3.03 of the Lease Supplement), of the outstanding principal components of Lease Payments. Such prepayment, however, will not affect any other Lessee payment obligation under the Lease Supplement. Truist will notify the Lessee of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. Investment. (a) The Lessee and Truist agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the Lessee will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under the Lease Supplement, unless the Lessee has supplied Truist with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Lease Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the Lessee, addressed to it at the following address: 3648 North Fulton Avenue; Hapeville, GA 30354; Attention: Financial Service Director.

(ii) If intended for Truist, addressed to it at the following address: 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the Lessee in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that Georgia law shall govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by Truist and the Lessee.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

The remainder of this page has been left blank intentionally; signature page follows.

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

ATTEST

CITY OF HAPEVILLE, GEORGIA

SEAL

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

TRUIST BANK

By: _____

Printed Name: _____

Title: _____

[Project Fund Agreement]

EXHIBIT B

**CERTIFICATE DESIGNATING LESSEE REPRESENTATIVES AND
OFFICIAL CUSTODIAN**

In accordance with the terms herein, the Lessee designates the following persons as Authorized Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name:	Title:	Signature:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Lessee designates the person listed below an Official Custodian for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Lessee who has plenary authority, including control, over funds owned by the Lessee. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:	Signature:	Last 4 Numbers of SSN ¹ :	Date of Birth:
_____	_____	_____	_____

Upon written notification to Truist, the Lessee may update (a) Authorized Representatives to sign requisitions, or (b) the Official Custodian.

[Lessee]

Name:
Title:

**The Official Custodian must provide a copy of his/her driver's license.*

¹ The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Truist account holders with the same name.

EXHIBIT A

[to be prepared on Lessee's letterhead for submission]

PROJECT FUND REQUISITION

[Date] _____

E-MAIL REQUISITIONS TO: GFProjectfunds@bbandt.com

Requisition Team telephone: 252-296-0653 or 252-296-0452
Branch Banking and Trust Company (now Truist)
(Governmental Finance)

Re: Request for disbursement of funds from the Project Fund related to Contract #
_____ with City of Hapeville, Georgia, dated
_____.

To Whom It May Concern:

Pursuant to the terms and conditions of the Project Fund Agreement dated as of
_____, City of Hapeville, Georgia (the "Lessee"), requests the disbursement
of funds from the Project Fund established under the Project Fund Agreement for the following
Project Costs:

This is requisition number ____ from the Project Fund.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐.

Disbursements will be to City of Hapeville, Georgia

Amount: \$

For vehicles and equipment for which a title is issued, attach the following to this requisition

- **Copies of vendor invoices;**
- **Copies of the Certificates of Origin or Titles**

Project Description:
Various Vehicles & Equipment

Location of Property:
Hapeville, GA

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Lessee:

3468 N Fulton Ave, Hapeville, GA 30354

City of Hapeville, Georgia makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Lease Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Lease Supplement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Lessee authorizes Truist to file or cause to be filed any Uniform Commercial Code financing statements with respect to the Property that is the subject of this requisition.
8. The Lessee has in place insurance on this portion of the Property that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Lessee for a Project Cost expenditure previously made, or (b) will be used by the Lessee promptly upon the receipt of funds from Truist to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF HAPEVILLE, GEORGIA

By: _____

Printed Name: _____

Title: _____

INSTRUCTIONS FOR REQUESTING FUNDS FROM PROJECT FUND ACCOUNT FOR GMA FINANCINGS

- Complete the requisition form (this is an exhibit to the Project Fund Agreement), and a copy of the form is attached here.
- Fill in the amount being requested. If only a portion of the funds are being requested, fill in the dollar amount. If all of the funds in the account are being requested, fill in the amount as *"balance in account"* rather than a specific dollar amount.
- If you would like the funds wired to your checking account, complete that section of the requisition form with the ABA routing number and account number of the account into which you would like the loan proceeds deposited. Check with your bank for the ABA routing number for incoming wires, as sometimes that number is different than that shown on your checks. If this section of the form is not completed, then a check for the funds will be mailed. Note: Truist does not disburse funds to vendors. Funds are sent to you as the borrower, so that you can pay your vendor.
- Print the form on your official letterhead.
- Be sure that the signature page is signed by a person authorized to sign as set forth on page 2 in the Project Fund Agreement.
- Attach the following items to the requisition:
 - Copies of invoices;
 - For vehicles and equipment for which a title is issued, a copy of certificate of origin (MSO) or copy of the vehicle title listing and a copy of the State of GA MV-1 tax & title application listing *"GMA, P. O. Box 105377, Atlanta, GA 30348"* as 1st lienholder. The vendor typically holds the original certificate of origin until delivery, but should be willing to list the GMA lienholder information on the certificate of origin and provide a copy to you prior to delivery. The photocopy of this is sufficient for our records. (After you take delivery, take the original certificate of origin or MV-1 tax & title application to the Department of Motor Vehicles and file it. The DMV will send the original title to GMA. Upon final loan payment, the original title will be sent to you).
 - Note: for financings in which USDA is to provide permanent financing, only a copy of the USDA approval letter is required.
- E-mail the form and referenced attachments to GFProjectfunds@bbandt.com

TYPICAL TURNAROUND TIME TO PROCESS A REQUISITION IS THREE BUSINESS DAYS TO ONE WEEK. FAILURE TO INCLUDE ALL OF THE REQUIRED INFORMATION AND ATTACHMENTS WILL DELAY FUNDING. PLEASE CAREFULLY FOLLOW THE INSTRUCTIONS FOR SUBMITTING REQUISITIONS TO AVOID DELAYS.



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, and upon mutual written agreement of the parties, the Subscription Term will renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 Spare Devices. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Device Warnings. See www.axon.com/legal for the most current Axon device warnings.

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency’s account or Agency Content, or if account information is lost or stolen.

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Department: Legal

Version: 10.0

Release Date: 6/10/2020

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- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.



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New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User



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Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 8 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 9 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“**OSP 7 Term**”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

BID TABULATION
ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES, SANITARY SEWERS (Contract 1)
HAPEVILLE, GA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT OFFICE OF CITY ADMINISTRATOR
 2:00 PM, LOCAL TIME, JULY 29, 2020

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWERENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340		THE RENEE GROUP, INC. 3050 SELIG DRIVE ATLANTA, GA 30336	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Contract Bonds and Insurance		LS	1	\$3,900.00	\$3,900.00	\$8,500.00	\$8,500.00	\$10,000.00
2	6" Water Main DIPW-1		LF	5	\$61.00	\$305.00	\$138.00	\$690.00	\$48.75
3	8"Water Main DIPW-1		LF	5	\$77.00	\$385.00	\$175.00	\$875.00	\$62.00
4	10"Water Main DIPW-1		LF	5	\$83.00	\$415.00	\$175.00	\$875.00	\$74.00
5	12"Water Main DIPW-1		LF	5	\$90.00	\$450.00	\$178.00	\$890.00	\$80.00
6	16"Water Main DIPW-1		LF	5	\$132.00	\$660.00	\$205.00	\$1,025.00	\$95.00
7	18"Water Main DIPW-1		LF	5	\$154.00	\$770.00	\$228.00	\$1,140.00	\$120.00
8	8"Water Main DIPW-2		LF	5	\$72.00	\$360.00	\$290.00	\$1,450.00	\$275.00
9	10"Water Main DIPW-2		LF	5	\$83.00	\$415.00	\$335.00	\$1,675.00	\$355.00
10	12"Water Main DIPW-2		LF	5	\$105.00	\$525.00	\$363.00	\$1,815.00	\$425.00
11	2" Water Main PVCPCW-1		LF	5	\$39.00	\$195.00	\$85.00	\$425.00	\$2.50
12	4" Water Main PVCPCW-1		LF	5	\$39.00	\$195.00	\$115.00	\$575.00	\$3.75
13	6" Water Main PVCPCW-2		LF	5	\$44.00	\$220.00	\$130.00	\$650.00	\$8.50
14	8" Water Main PVCPCW-2		LF	5	\$50.00	\$250.00	\$150.00	\$750.00	\$15.00
15	10" Water Main PVCPCW-2		LF	5	\$61.00	\$305.00	\$150.00	\$750.00	\$21.00
16	12" Water Main PVCPCW-2		LF	5	\$72.00	\$360.00	\$160.00	\$800.00	\$26.50
17	8" HDPE-1 Water Main by HDD		LF	5	\$220.00	\$1,100.00	\$300.00	\$1,500.00	\$135.00
18	10" HDPE-1 Water Main by HDD		LF	5	\$275.00	\$1,375.00	\$325.00	\$1,625.00	\$140.00
19	12" HDPE-1 Water Main by HDD		LF	5	\$440.00	\$2,200.00	\$350.00	\$1,750.00	\$155.00
20	16" HDPE-1 Water Main by HDD		LF	5	\$440.00	\$2,200.00	\$466.00	\$2,330.00	\$270.00
21	18" HDPE-1 Water Main by HDD		LF	5	\$330.00	\$1,650.00	\$524.00	\$2,620.00	\$295.00
22	Water Main Pipe Fittings		TN	1	\$8,800.00	\$8,800.00	\$4,000.00	\$4,000.00	\$8,000.00
23	Repair leak in 2" - <6" Water Main		EA	1	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	\$5,250.00
24	Repair leak in 6"-10" Water Main		EA	1	\$3,850.00	\$3,850.00	\$3,500.00	\$3,500.00	\$7,000.00
25	Repair leak in 12" Water Main		EA	1	\$4,400.00	\$4,400.00	\$3,750.00	\$3,750.00	\$8,950.00
26	Repair leak in 16" Water Main		EA	1	\$6,600.00	\$6,600.00	\$4,000.00	\$4,000.00	\$10,900.00
27	Repair leak in 18" Water Main		EA	1	\$8,800.00	\$8,800.00	\$4,200.00	\$4,200.00	\$14,000.00
28	Curb Stop and Curb Box, 3/4"-2"		EA	1	\$220.00	\$220.00	\$200.00	\$200.00	\$1,875.00
29	6" GVW-1 Gate Valve and Box		EA	1	\$990.00	\$990.00	\$1,000.00	\$1,000.00	\$900.00
30	8" GVW-1 Gate Valve and Box		EA	1	\$1,320.00	\$1,320.00	\$1,400.00	\$1,400.00	\$1,800.00
31	10" GVW-1 Gate Valve and Box		EA	1	\$1,760.00	\$1,760.00	\$1,721.00	\$1,721.00	\$1,975.00
32	12" GVW-1 Gate Valve and Box		EA	1	\$2,420.00	\$2,420.00	\$2,295.00	\$2,295.00	\$2,500.00
33	16" BFV-1 Butterfly Valve and Box		EA	1	\$8,250.00	\$8,250.00	\$3,500.00	\$3,500.00	\$6,625.00
34	18" BFV-1 Butterfly Valve and Box		EA	1	\$9,900.00	\$9,900.00	\$4,230.00	\$4,230.00	\$9,020.00
35	Removal of ex. Fire Hydrants		EA	1	\$275.00	\$275.00	\$750.00	\$750.00	\$1,850.00
36	Relocation and Reconnection of ex. Fire Hydrants		EA	1	\$6,050.00	\$6,050.00	\$2,500.00	\$2,500.00	\$3,175.00
37	Fire Hydrants		EA	1	\$5,060.00	\$5,060.00	\$3,650.00	\$3,650.00	\$5,000.00
38	Adjusting existing Fire Hydrants		VF	1	\$275.00	\$275.00	\$650.00	\$650.00	\$875.00
39	Service tubing system, 3/4"-1.25"		LF	5	\$22.00	\$110.00	\$55.00	\$275.00	\$19.25
40	Service tubing system, 1.50"-2"		LF	5	\$22.00	\$110.00	\$65.00	\$325.00	\$20.75
41	Copper service tubing system, 3/4"-1.25"		LF	5	\$39.00	\$195.00	\$65.00	\$325.00	\$21.00
42	Copper service tubing system, 1.50"-2"		LF	5	\$39.00	\$195.00	\$75.00	\$375.00	\$27.50
43	Service tubing under roadway		LF	5	\$39.00	\$195.00	\$80.00	\$400.00	\$18.75
44	Repair leak in service line 3/4"-2.0"		EA	1	\$1,650.00	\$1,650.00	\$1,500.00	\$1,500.00	\$925.00
45	Service connection in 6" thru 10" water mains		EA	1	\$1,100.00	\$1,100.00	\$300.00	\$300.00	\$1,150.00
46	Service connection in 12" thru 18" water mains		EA	1	\$2,750.00	\$2,750.00	\$450.00	\$450.00	\$1,375.00
47	Service saddle repair or replacement in 6" thru 10" water mains		EA	1	\$1,100.00	\$1,100.00	\$450.00	\$450.00	\$950.00
48	Service saddle repair or replacement in 12" thru 18" water mains		EA	1	\$1,320.00	\$1,320.00	\$750.00	\$750.00	\$1,250.00
49	Water meters installation - up to 1"		EA	1	\$550.00	\$550.00	\$200.00	\$200.00	\$900.00
50	Water meters installation - >1" to 2"		EA	1	\$1,100.00	\$1,100.00	\$650.00	\$650.00	\$1,875.00
51	Water meter relocation 3/4" thru 2"		EA	1	\$3,850.00	\$3,850.00	\$300.00	\$300.00	\$1,500.00
52	Water service changeover 3/4" thru 2"		EA	1	\$1,650.00	\$1,650.00	\$200.00	\$200.00	\$1,125.00
53	Tapping sleeve and Valve connection (TSVW) 6" x 6"		EA	1	\$3,960.00	\$3,960.00	\$4,500.00	\$4,500.00	\$4,725.00
54	Tapping sleeve and Valve connection (TSVW) 8" x 6" to 8" (side cut)		EA	1	\$2,970.00	\$2,970.00	\$4,500.00	\$4,500.00	\$5,145.00
55	Tapping sleeve and Valve connection (TSVW) 10" x 6" to 10" (side cut)		EA	1	\$3,300.00	\$3,300.00	\$5,800.00	\$5,800.00	\$6,215.00
56	Tapping sleeve and Valve connection (TSVW) 12" x 6" thru 12" (side cut)		EA	1	\$8,250.00	\$8,250.00	\$5,800.00	\$5,800.00	\$10,080.00
57	Connection to existing water main less than 6" (Wet cut in)		EA	1	\$1,320.00	\$1,320.00	\$2,500.00	\$2,500.00	\$3,500.00
58	Connection to existing water main 6"-8" (Wet cut in)		EA	1	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00	\$5,000.00
59	Connection to existing water main 10"-16" (Wet cut in)		EA	1	\$7,150.00	\$7,150.00	\$3,800.00	\$3,800.00	\$17,895.00
60	12" Steel Casing Pipe Tunnel Liner		LF	5	\$44.00	\$220.00	\$850.00	\$4,250.00	\$140.00
61	16" Steel Casing Pipe Tunnel Liner		LF	5	\$55.00	\$275.00	\$900.00	\$4,500.00	\$175.00
62	18" Steel Casing Pipe Tunnel Liner		LF	5	\$77.00	\$385.00	\$950.00	\$4,750.00	\$205.00
63	20" Steel Casing Pipe Tunnel Liner		LF	5	\$88.00	\$440.00	\$1,000.00	\$5,000.00	\$261.00

			BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		
			GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWERENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340		THE RENEE GROUP, INC. 3050 SELIG DRIVE ATLANTA, GA 30336		
64	Line plugging device less than 6"	EA	1	\$13,200.00	\$13,200.00	\$6,000.00	\$6,000.00	\$3,750.00	\$3,750.00
65	Line plugging device 6"-8"	EA	1	\$16,500.00	\$16,500.00	\$7,000.00	\$7,000.00	\$4,100.00	\$4,100.00
66	Line plugging device 10"-12"	EA	1	\$19,800.00	\$19,800.00	\$13,000.00	\$13,000.00	\$7,500.00	\$7,500.00
67	4"-8" Existing Water Mains to be Removed	LF	5	\$17.00	\$85.00	\$85.00	\$425.00	\$325.00	\$1,625.00
68	DIP to HDPE Transition 4"	EA	1	\$1,980.00	\$1,980.00	\$500.00	\$500.00	\$410.00	\$410.00
69	DIP to HDPE Transition 6"-8"	EA	1	\$2,200.00	\$2,200.00	\$500.00	\$500.00	\$525.00	\$525.00
70	DIP to HDPE Transition 10"-12"	EA	1	\$3,520.00	\$3,520.00	\$500.00	\$500.00	\$805.00	\$805.00
71	DIP to HDPE Transition 16"	EA	1	\$4,400.00	\$4,400.00	\$500.00	\$500.00	\$1,795.00	\$1,795.00
72	Concrete Blocking - Thrust Restraint on Existing Components	CY	1	\$220.00	\$220.00	\$350.00	\$350.00	\$385.00	\$385.00
73	8" DIPS Sewer, 0' to 10' Depth	LF	5	\$116.00	\$580.00	\$190.00	\$950.00	\$150.00	\$750.00
74	8" DIPS Sewer, >14' to 18' Depth	LF	5	\$127.00	\$635.00	\$217.00	\$1,085.00	\$175.00	\$875.00
75	8" DIPS Sewer, >10' to 14' Depth	LF	5	\$138.00	\$690.00	\$217.00	\$1,085.00	\$165.00	\$825.00
76	8" DIPS Sewer, >14' to 18' Depth	LF	5	\$149.00	\$745.00	\$235.00	\$1,175.00	\$175.00	\$875.00
77	10" DIPS Sewer, 0' to 10' Depth	LF	5	\$121.00	\$605.00	\$210.00	\$1,050.00	\$165.00	\$825.00
78	10" DIPS Sewer, >10' to 14' Depth	LF	5	\$132.00	\$660.00	\$236.00	\$1,180.00	\$175.00	\$875.00
79	10" DIPS Sewer, >14' to 18' Depth	LF	5	\$143.00	\$715.00	\$254.00	\$1,270.00	\$175.00	\$875.00
80	10" DIPS Sewer, >18' to 22' Depth	LF	5	\$154.00	\$770.00	\$290.00	\$1,450.00	\$175.00	\$875.00
81	12" DIPS Sewer, 0' to 10' Depth	LF	5	\$132.00	\$660.00	\$225.00	\$1,125.00	\$195.00	\$975.00
82	12" DIPS Sewer, >10' to 14' Depth	LF	5	\$143.00	\$715.00	\$251.00	\$1,255.00	\$195.00	\$975.00
83	12" DIPS Sewer, >14' to 18' Depth	LF	5	\$154.00	\$770.00	\$269.00	\$1,345.00	\$195.00	\$975.00
84	12" DIPS Sewer, >18' to 22' Depth	LF	5	\$165.00	\$825.00	\$305.00	\$1,525.00	\$195.00	\$975.00
85	18" DIPS Sewer, 0' to 10' Depth	LF	5	\$171.00	\$855.00	\$311.00	\$1,555.00	\$200.00	\$1,000.00
86	18" DIPS Sewer, >10' to 14' Depth	LF	5	\$182.00	\$910.00	\$352.00	\$1,760.00	\$225.00	\$1,125.00
87	18"DIPS Sewer, >14' to 18' Depth	LF	5	\$193.00	\$965.00	\$370.00	\$1,850.00	\$200.00	\$1,000.00
88	18"DIPS Sewer, >18' to 22' Depth	LF	5	\$220.00	\$1,100.00	\$405.00	\$2,025.00	\$200.00	\$1,000.00
89	24" DIPS Sewer,0' to 10' Depth	LF	5	\$220.00	\$1,100.00	\$375.00	\$1,875.00	\$250.00	\$1,250.00
90	24"DIPS Sewer, >10' to 14' Depth	LF	5	\$237.00	\$1,185.00	\$402.00	\$2,010.00	\$250.00	\$1,250.00
91	24" DIPS Sewer, >14' to 18' Depth	LF	5	\$253.00	\$1,265.00	\$420.00	\$2,100.00	\$265.00	\$1,325.00
92	24" DIPS Sewer, >18' to 22' Depth	LF	5	\$275.00	\$1,375.00	\$455.00	\$2,275.00	\$275.00	\$1,375.00
93	8" PVCS Sewer, 0' to 10' Depth	LF	5	\$72.00	\$360.00	\$186.00	\$930.00	\$125.00	\$625.00
94	8" PVCS Sewer, >10' to 14' Depth	LF	5	\$83.00	\$415.00	\$212.00	\$1,060.00	\$150.00	\$750.00
95	10" PVCS Sewer, 0' to 10' Depth	LF	5	\$83.00	\$415.00	\$197.00	\$985.00	\$175.00	\$875.00
96	10" PVCS Sewer, >10' to 14' Depth	LF	5	\$94.00	\$470.00	\$224.00	\$1,120.00	\$175.00	\$875.00
97	12" PVCS Sewer , 0' to 10' Depth	LF	5	\$94.00	\$470.00	\$197.00	\$985.00	\$195.00	\$975.00
98	12" PVCS Sewer, >10' to 14' Depth	LF	5	\$105.00	\$525.00	\$224.00	\$1,120.00	\$195.00	\$975.00
99	4" PVCFM Force Main	LF	5	\$39.00	\$195.00	\$150.00	\$750.00	\$90.00	\$450.00
100	6" PVCFM Force Main	LF	5	\$50.00	\$250.00	\$155.00	\$775.00	\$90.00	\$450.00
101	4" DIPFM Force Main	LF	5	\$50.00	\$250.00	\$155.00	\$775.00	\$90.00	\$450.00
102	6" DIPFM Force Main	LF	5	\$55.00	\$275.00	\$160.00	\$800.00	\$90.00	\$450.00
103	4" PEFM Force Main by HDD	LF	5	\$110.00	\$550.00	\$325.00	\$1,625.00	\$135.00	\$675.00
104	6" PEFM Force Main by HDD	LF	5	\$165.00	\$825.00	\$350.00	\$1,750.00	\$135.00	\$675.00
105	8" to 10" Transition Collar	EA	1	\$550.00	\$550.00	\$500.00	\$500.00	\$450.00	\$450.00
106	12" to 16" Transition Collar	EA	1	\$1,100.00	\$1,100.00	\$500.00	\$500.00	\$750.00	\$750.00
107	4" DIPS Sewer Service Line	LF	5	\$42.00	\$210.00	\$105.00	\$525.00	\$60.00	\$300.00
108	6" DIPS Sewer Service Line	LF	5	\$53.00	\$265.00	\$115.00	\$575.00	\$80.00	\$400.00
109	DIPS Sewer Service Cleanout	EA	1	\$495.00	\$495.00	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00
110	8" to 10" Sewer Service Wye or Tee	EA	1	\$275.00	\$275.00	\$350.00	\$350.00	\$650.00	\$650.00
111	12" to 18" Sewer Service Wye or Tee	EA	1	\$385.00	\$385.00	\$700.00	\$700.00	\$750.00	\$750.00
112	CCTV Inspection and Video Record 4" to 12" Dia. Sewer	LF	5	\$3.00	\$15.00	\$8.00	\$40.00	\$5.00	\$25.00
113	CCTV Inspection and Video Record 14" to 24" Dia. Sewer	LF	5	\$3.00	\$15.00	\$12.00	\$60.00	\$8.00	\$40.00
114	Light Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$3.00	\$15.00	\$15.00	\$75.00	\$3.00	\$15.00
115	Light Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$6.00	\$30.00	\$20.00	\$100.00	\$6.00	\$30.00
116	Heavy Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$5.00	\$25.00	\$20.00	\$100.00	\$9.00	\$45.00
117	Heavy Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$17.00	\$85.00	\$25.00	\$125.00	\$15.00	\$75.00
118	Root Cutting sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$4.00	\$20.00	\$80.00	\$400.00	\$25.00	\$125.00
119	Root Cutting Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$20.00	\$100.00	\$90.00	\$450.00	\$35.00	\$175.00
120	4 Ft Dia. Precast Manhole	EA	1	\$1,980.00	\$1,980.00	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00
121	4 Ft Precast Manhole Riser	VF	5	\$110.00	\$550.00	\$320.00	\$1,600.00	\$400.00	\$2,000.00
122	5 Ft Dia. Precast Manhole	EA	1	\$1,980.00	\$1,980.00	\$5,500.00	\$5,500.00	\$3,800.00	\$3,800.00
123	5 Ft Precast Manhole Riser	VF	5	\$110.00	\$550.00	\$550.00	\$2,750.00	\$550.00	\$2,750.00
124	Standard Manhole Frame and Cover	EA	1	\$743.00	\$743.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
125	Watertight, Bolt Down Manhole Frame & Cover	EA	1	\$935.00	\$935.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
126	5' to 4' Precast Manhole Riser Transition	EA	1	\$880.00	\$880.00	\$400.00	\$400.00	\$2,000.00	\$2,000.00
127	Manhole Drop Connection	EA	1	\$1,320.00	\$1,320.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
128	Manhole Stub Out	EA	1	\$550.00	\$550.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
129	Manhole Over Existing Sewer - Extra	EA	1	\$880.00	\$880.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00
130	Manhole Protective Coating	EA	1	\$880.00	\$880.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
131	Connect to Existing Manhole	EA	1	\$1,650.00	\$1,650.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
132	Deep Manhole Safety Platform	EA	1	\$880.00	\$880.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00
133	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Pavement	EA	1	\$880.00	\$880.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00
134	Adjust Manhole Frame/Cover to Grade - Structure	EA	1	\$880.00	\$880.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
135	Plug Existing Sewer	EA	1	\$880.00	\$880.00	\$3,500.00	\$3,500.00	\$750.00	\$750.00
136	Remove or Abandon Existing Sewer Structure	EA	1	\$1,650.00	\$1,650.00	\$1,800.00	\$1,800.00	\$750.00	\$750.00
137	Plug Existing Sewer	EA	1	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00
138	Plug Existing Force Main	EA	1	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWERENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340		THE RENEE GROUP, INC. 3050 SELIG DRIVE ATLANTA, GA 30336	
139	Sewage Bypass Pumping Mobilization/Demobilization	EA	1	\$3,850.00	\$3,850.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00
140	Sewage Bypass Pumping - Additional Suction/Discharge Hose	EA	5	\$28.00	\$140.00	\$750.00	\$3,750.00	\$4,500.00	\$22,500.00 *
141	4 Inch Pump Bypass Operation	DAY	1	\$715.00	\$715.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
142	6 Inch Pump Bypass Operation	DAY	1	\$990.00	\$990.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00
143	8 Inch Pump Bypass Operation	DAY	1	\$1,650.00	\$1,650.00	\$9,000.00	\$9,000.00	\$3,500.00	\$3,500.00
144	Concrete Support Piers	CY	1	\$385.00	\$385.00	\$1,200.00	\$1,200.00	\$450.00	\$450.00
145	Pip Tracer Wire	LF	5	\$3.00	\$15.00	\$20.00	\$100.00	\$20.00	\$100.00
146	Exploratory Excavation	HR	1	\$605.00	\$605.00	\$475.00	\$475.00	\$350.00	\$350.00
147	Temporary Traffic Control	LF	5	\$110.00	\$550.00	\$55.00	\$275.00	\$95.00	\$475.00
148	Temporary Traffic Control Detour	DAY	1	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
149	Stabilization Stone	CY	5	\$39.00	\$195.00	\$75.00	\$375.00	\$60.00	\$300.00
150	Rock Excavation	CY	5	\$220.00	\$1,100.00	\$350.00	\$1,750.00	\$400.00	\$2,000.00
151	Pavement Patch Type 1	LF	5	\$55.00	\$275.00	\$115.00	\$575.00	\$50.00	\$250.00
152	Pavement Patch Type 2	LF	5	\$55.00	\$275.00	\$100.00	\$500.00	\$45.00	\$225.00
153	Sidewalk Removal and Restoration	SY	5	\$39.00	\$195.00	\$65.00	\$325.00	\$75.00	\$375.00
154	Curb and Gutter Removal and Restoration	LF	5	\$29.00	\$145.00	\$45.00	\$225.00	\$75.00	\$375.00
155	Curb Removal and Restoration	LF	5	\$22.00	\$110.00	\$45.00	\$225.00	\$75.00	\$375.00
156	Temporary Construction exit	EA	1	\$880.00	\$880.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00
157	Temporary Stone Check Dam	EA	1	\$138.00	\$138.00	\$150.00	\$150.00	\$200.00	\$200.00
158	Temporary Hay Bale Check Dam	EA	1	\$94.00	\$94.00	\$70.00	\$70.00	\$60.00	\$60.00
159	Temporary Silt Fence - Sensitive	LF	5	\$4.00	\$20.00	\$5.00	\$25.00	\$20.00	\$100.00
160	Temporary Silt Fence - Non Sensitive	LF	5	\$3.00	\$15.00	\$2.50	\$12.50	\$20.00	\$100.00
161	Rip Rap Stabilization	SY	5	\$50.00	\$250.00	\$75.00	\$375.00	\$65.00	\$325.00
162	Erosion and Sedimentation Control	LF	5	\$4.00	\$20.00	\$25.00	\$125.00	\$35.00	\$175.00
163	Earth Fill	CY	5	\$39.00	\$195.00	\$70.00	\$350.00	\$45.00	\$225.00
164	Geotechnical Compaction Testing	EA	1	\$275.00	\$275.00	\$800.00	\$800.00	\$950.00	\$950.00
165	Field Superintendent	HR	1	\$100.00		\$100.00			
166	Equipment Operator	HR	1	\$95.00		\$60.00			
167	Laborer	HR	1	\$45.00		\$45.00			
168	Pipe Fitter	HR	1	\$95.00		\$50.00			
169	Traffic Flagger	HR	1	\$40.00		\$90.00			
TOTAL BID AMOUNT				\$263,865.00		\$299,233.50		\$346,741.25 *	
BID BOND NOTE REFERENCE LICENSE NUMBER				5% (1) (2) UC300704		5% (1) (2) UC300075		5% (1) (2) UC302363	

NOTES:

* DENOTES CORRECTED VALUE

(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/2020).

(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.

(3) OTHER BIDS RECEIVED EXCEEDED THE MAXIMUM ALLOWABLE 3% OF THE TOTAL BID AMOUNT FOR BID ITEM 1 - BONDS AND INSURANCE, AS STATED IN UNIT PRICES SECTION 012200, PART 3.1, AND WERE REJECTED.

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.

8/5/2020

DATE

BID TABULATION
ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF STORM SEWERS (Contract 2)
HAPEVILLE, GA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT CITY HALL
 2:00 PM, LOCAL TIME, JULY 29, 2020

				BIDDER NO. 1		BIDDER NO. 2	
				GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWRENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Contract Bonds and Insurance	LS	1	\$1,905.00	\$1,905.00	\$5,000.00	\$5,000.00
2	12" DIPS Storm Sewer	LF	20	\$50.00	\$1,000.00	\$180.00	\$3,600.00
3	16" DIPS Storm Sewer	LF	20	\$55.00	\$1,100.00	\$185.00	\$3,700.00
4	Storm Drain Pipe, 15 inch CMP	LF	20	\$40.00	\$800.00	\$146.00	\$2,920.00
5	Storm Drain Pipe, 18 inch CMP	LF	20	\$50.00	\$1,000.00	\$146.00	\$2,920.00
6	Storm Drain Pipe, 21 inch CMP	LF	20	\$61.00	\$1,220.00	\$195.00	\$3,900.00
7	Storm Drain Pipe, 24 inch CMP	LF	20	\$72.00	\$1,440.00	\$210.00	\$4,200.00
8	Storm Drain Pipe, 30 inch CMP	LF	20	\$66.00	\$1,320.00	\$215.00	\$4,300.00
9	Storm Drain Pipe, 15 inch RCP	LF	20	\$44.00	\$880.00	\$146.00	\$2,920.00
10	Storm Drain Pipe, 18 inch RCP	LF	20	\$55.00	\$1,100.00	\$146.00	\$2,920.00
11	Storm Drain Pipe, 21 inch RCP	LF	20	\$61.00	\$1,220.00	\$195.00	\$3,900.00
12	Storm Drain Pipe, 24 inch RCP	LF	20	\$66.00	\$1,320.00	\$210.00	\$4,200.00
13	Storm Drain Pipe, 30 inch RCP	LF	20	\$88.00	\$1,760.00	\$230.00	\$4,600.00
14	18" HDPE Storm Sewer by Pipe Bursting	LF	20	\$495.00	\$9,900.00	\$300.00	\$6,000.00
15	20" HDPE Storm Sewer by Pipe Bursting	LF	20	\$550.00	\$11,000.00	\$350.00	\$7,000.00
16	24" HDPE Storm Sewer by Pipe Bursting	LF	20	\$660.00	\$13,200.00	\$400.00	\$8,000.00
17	CCTV Inspection and Video Record 4" to 12" Dia. Storm Sewer	LF	20	\$3.00	\$60.00	\$5.00	\$100.00
18	CCTV Inspection and Video Record 14" to 24" Dia. Storm Sewer	LF	20	\$3.00	\$60.00	\$8.00	\$160.00
19	4 Ft Dia. Precast Manhole	LF	2	\$1,650.00	\$3,300.00	\$4,000.00	\$8,000.00
20	4 Ft Precast Manhole Riser	VF	10	\$275.00	\$2,750.00	\$400.00	\$4,000.00
21	5 Ft Dia. Precast Manhole	EA	2	\$1,650.00	\$3,300.00	\$5,500.00	\$11,000.00
22	5 Ft Precast Manhole Riser	VF	10	\$275.00	\$2,750.00	\$550.00	\$5,500.00
23	Standard Manhole Frame and Cover	EA	2	\$880.00	\$1,760.00	\$1,000.00	\$2,000.00
24	Watertight, Bolt Down Manhole Frame & Cover	EA	2	\$1,320.00	\$2,640.00	\$1,000.00	\$2,000.00
25	5' to 4' Precast Manhole Riser Transition	EA	2	\$880.00	\$1,760.00	\$550.00	\$1,100.00
26	Manhole Drop Connection	EA	2	\$1,100.00	\$2,200.00	\$3,000.00	\$6,000.00
27	Manhole Stub Out	EA	2	\$935.00	\$1,870.00	\$2,000.00	\$4,000.00
28	Manhole Over Existing Sewer - Extra	EA	2	\$2,750.00	\$5,500.00	\$1,500.00	\$3,000.00
29	Manhole Protective Coating	EA	2	\$1,320.00	\$2,640.00	\$1,500.00	\$3,000.00
30	Connect to Existing Manhole	EA	2	\$550.00	\$1,100.00	\$3,500.00	\$7,000.00
31	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Non-Pavement	EA	2	\$495.00	\$990.00	\$1,400.00	\$2,800.00
32	Adjust Manhole Frame/Cover to Grade, Pavement - Over 1 VF	EA	2	\$880.00	\$1,760.00	\$3,000.00	\$6,000.00
33	Adjust Manhole Frame/Cover to Grade - Over 1 VF	EA	2	\$1,320.00	\$2,640.00	\$2,000.00	\$4,000.00
34	Remove or Abandon Existing Storm Sewer Structure	EA	2	\$880.00	\$1,760.00	\$2,500.00	\$5,000.00
35	Plug Existing Storm Sewer	EA	2	\$550.00	\$1,100.00	\$3,500.00	\$7,000.00
36	Drop Inlet	EA	2	\$1,650.00	\$3,300.00	\$4,000.00	\$8,000.00
37	Drop Inlet additional Depth	VF	10	\$275.00	\$2,750.00	\$400.00	\$4,000.00
38	Catch Basin	EA	2	\$1,980.00	\$3,960.00	\$5,800.00	\$11,600.00
39	Catch Basin Additional Depth	VF	10	\$165.00	\$1,650.00	\$400.00	\$4,000.00
40	Junction Box	EA	2	\$1,650.00	\$3,300.00	\$3,500.00	\$7,000.00
41	Concrete Headwall	EA	2	\$1,980.00	\$3,960.00	\$1,500.00	\$3,000.00
42	Concrete Support Piers	CY	5	\$1,100.00	\$5,500.00	\$800.00	\$4,000.00
43	Pip Tracer Wire	LF	20	\$2.00	\$40.00	\$20.00	\$400.00
44	Exploratory Excavation	HR	1	\$495.00	\$495.00	\$550.00	\$550.00
45	Temporary Traffic Control	LF	20	\$83.00	\$1,660.00	\$55.00	\$1,100.00
46	Temporary Traffic Control Detour	DAY	1	\$825.00	\$825.00	\$1,000.00	\$1,000.00
47	Stabilization Stone	CY	5	\$55.00	\$275.00	\$75.00	\$375.00
48	Rock Excavation	CY	5	\$275.00	\$1,375.00	\$200.00	\$1,000.00
49	Pavement Patch Type 1	LF	20	\$55.00	\$1,100.00	\$115.00	\$2,300.00

				BIDDER NO. 1		BIDDER NO. 2	
				GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWRENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340	
50	Pavement Patch Type 2	LF	20	\$55.00	\$1,100.00	\$100.00	\$2,000.00
51	Sidewalk Removal and Restoration	SY	5	\$66.00	\$330.00	\$65.00	\$325.00
52	Curb and Gutter Removal and Restoration	LF	20	\$66.00	\$1,320.00	\$45.00	\$900.00
53	Curb Removal and Restoration	LF	20	\$44.00	\$880.00	\$45.00	\$900.00
54	Temporary Construction Exit	EA	1	\$1,980.00	\$1,980.00	\$1,500.00	\$1,500.00
55	Temporary Stone Check Dam	EA	1	\$138.00	\$138.00	\$200.00	\$200.00
56	Temporary Hay Bale Check Dam	EA	1	\$39.00	\$39.00	\$70.00	\$70.00
57	Temporary Silt Fence - Sensitive	LF	20	\$4.00	\$80.00	\$4.00	\$80.00
58	Temporary Silt Fence - Non Sensitive	LF	20	\$3.00	\$60.00	\$1.50	\$30.00
59	Rip Rap Stabilization	SY	5	\$72.00	\$360.00	\$75.00	\$375.00
60	Erosion and Sedimentation Control	LF	20	\$11.00	\$220.00	\$15.00	\$300.00
61	Earth Fill	CY	5	\$66.00	\$330.00	\$70.00	\$350.00
62	Geotechnical Compaction Testing	EA	1	\$275.00	\$275.00	\$800.00	\$800.00
63	Field Superintendent	HR	1	\$100.00		\$100.00	
64	Equipment Operator	HR	1	\$95.00		\$60.00	
65	Laborer	HR	1	\$45.00		\$45.00	
66	Pipe Fitter	HR	1	\$95.00		\$50.00	
67	Traffic Flagger	HR	1	\$40.00		\$90.00	
TOTAL BID AMOUNT				\$127,407.00		\$207,895.00	
BID BOND				5%		5%	
NOTE REFERENCE				(1) (2)		(1) (2)	
LICENSE NUMBER				UC300704		UC300075	

NOTES:

* DENOTES CORRECTED VALUE

(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/2020).

(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.

(3) OTHER BIDS RECEIVED EXCEEDED THE MAXIMUM ALLOWABLE 3% OF THE TOTAL BID AMOUNT FOR BID ITEM 1 - BONDS AND INSURANCE, AS STATED IN UNIT PRICES SECTION 012200, PART 3.1, AND WERE REJECTED.

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.



8/5/2020

KECK & WOOD, INC.

DATE

August 10, 2020

Honorable Mayor and Council
City of Hapeville
3468 N Fulton Avenue
Hapeville, Georgia 30354

Re: Annual Contracts for Construction
and Maintenance of Water Lines,
Sanitary Sewers, and Storm Sewers
Our Reference No. 200132.00

Dear Mayor and Council Members:

We have reviewed the bids received at 2:00 PM, local time on July 29, 2020 for construction of the referenced project. Six (6) bids were received. The following is a summary of the responsible low bids.

<u>Bidder</u>	<u>Construction and Maintenance of Water Lines, Gravity Sewers, and Force Mains (Contract No.1)</u>	<u>Construction and Maintenance of Storm Sewers (Contract No.2)</u>
1. GS Construction, Inc. 526 Lyle Circle Lawrenceville, GA 30046	\$263,865.00	\$127,407.00
2. Site Engineering, Inc. 7025 Best Friend Road Atlanta, Georgia 30340	\$299,233.50	\$207,895.00
3. The Renee Group, Inc. 3050 Selig Drive Atlanta, Georgia 30336	\$346,741.25	No bid

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

Each bidder submitted a 5% bid bond from a surety company listed on U.S. Treasury Circular 570 (07/01/2020). The low bid of \$263,865.00 is within the funds allocated for Contract No. 1. The low bid of \$127,407.00 is within the funds allocated for Contract No. 2.

Keck & Wood, Inc. has worked with GS Construction, Inc. on projects of similar scope and size and consider them capable of performing the required activities to successfully complete this project.

Keck & Wood, Inc., therefore, recommends contract award to GS Construction, Inc. in the amount of \$263,865.00 for construction of Contract No. 1 and \$127,407.00 for construction of Contract No. 2 of the Annual Contracts for Construction and Maintenance of Water Lines, Sanitary Sewers and Storm Sewers.

Merchants National Bonding, Inc. 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 not 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, P.E.
Associate Vice President

Enclosure

BID TABULATION
ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER LINES, SANITARY SEWERS (Contract 1)
HAPEVILLE, GA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT OFFICE OF CITY ADMINISTRATOR
 2:00 PM, LOCAL TIME, JULY 29, 2020

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWERENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340		THE RENEE GROUP, INC. 3050 SELIG DRIVE ATLANTA, GA 30336	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Contract Bonds and Insurance		LS	1	\$3,900.00	\$3,900.00	\$8,500.00	\$8,500.00	\$10,000.00
2	6" Water Main DIPW-1		LF	5	\$61.00	\$305.00	\$138.00	\$690.00	\$48.75
3	8"Water Main DIPW-1		LF	5	\$77.00	\$385.00	\$175.00	\$875.00	\$62.00
4	10"Water Main DIPW-1		LF	5	\$83.00	\$415.00	\$175.00	\$875.00	\$74.00
5	12"Water Main DIPW-1		LF	5	\$90.00	\$450.00	\$178.00	\$890.00	\$80.00
6	16"Water Main DIPW-1		LF	5	\$132.00	\$660.00	\$205.00	\$1,025.00	\$95.00
7	18"Water Main DIPW-1		LF	5	\$154.00	\$770.00	\$228.00	\$1,140.00	\$120.00
8	8"Water Main DIPW-2		LF	5	\$72.00	\$360.00	\$290.00	\$1,450.00	\$275.00
9	10"Water Main DIPW-2		LF	5	\$83.00	\$415.00	\$335.00	\$1,675.00	\$355.00
10	12"Water Main DIPW-2		LF	5	\$105.00	\$525.00	\$363.00	\$1,815.00	\$425.00
11	2" Water Main PVC PW-1		LF	5	\$39.00	\$195.00	\$85.00	\$425.00	\$2.50
12	4" Water Main PVC PW-1		LF	5	\$39.00	\$195.00	\$115.00	\$575.00	\$3.75
13	6" Water Main PVC PW-2		LF	5	\$44.00	\$220.00	\$130.00	\$650.00	\$8.50
14	8" Water Main PVC PW-2		LF	5	\$50.00	\$250.00	\$150.00	\$750.00	\$15.00
15	10" Water Main PVC PW-2		LF	5	\$61.00	\$305.00	\$150.00	\$750.00	\$21.00
16	12" Water Main PVC PW-2		LF	5	\$72.00	\$360.00	\$160.00	\$800.00	\$26.50
17	8" HDPE-1 Water Main by HDD		LF	5	\$220.00	\$1,100.00	\$300.00	\$1,500.00	\$135.00
18	10" HDPE-1 Water Main by HDD		LF	5	\$275.00	\$1,375.00	\$325.00	\$1,625.00	\$140.00
19	12" HDPE-1 Water Main by HDD		LF	5	\$440.00	\$2,200.00	\$350.00	\$1,750.00	\$155.00
20	16" HDPE-1 Water Main by HDD		LF	5	\$440.00	\$2,200.00	\$466.00	\$2,330.00	\$270.00
21	18" HDPE-1 Water Main by HDD		LF	5	\$330.00	\$1,650.00	\$524.00	\$2,620.00	\$295.00
22	Water Main Pipe Fittings		TN	1	\$8,800.00	\$8,800.00	\$4,000.00	\$4,000.00	\$8,000.00
23	Repair leak in 2" - <6" Water Main		EA	1	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	\$5,250.00
24	Repair leak in 6"-10" Water Main		EA	1	\$3,850.00	\$3,850.00	\$3,500.00	\$3,500.00	\$7,000.00
25	Repair leak in 12" Water Main		EA	1	\$4,400.00	\$4,400.00	\$3,750.00	\$3,750.00	\$8,950.00
26	Repair leak in 16" Water Main		EA	1	\$6,600.00	\$6,600.00	\$4,000.00	\$4,000.00	\$10,900.00
27	Repair leak in 18" Water Main		EA	1	\$8,800.00	\$8,800.00	\$4,200.00	\$4,200.00	\$14,000.00
28	Curb Stop and Curb Box, 3/4"-2"		EA	1	\$220.00	\$220.00	\$200.00	\$200.00	\$1,875.00
29	6" GVW-1 Gate Valve and Box		EA	1	\$990.00	\$990.00	\$1,000.00	\$1,000.00	\$900.00
30	8" GVW-1 Gate Valve and Box		EA	1	\$1,320.00	\$1,320.00	\$1,400.00	\$1,400.00	\$1,800.00
31	10" GVW-1 Gate Valve and Box		EA	1	\$1,760.00	\$1,760.00	\$1,721.00	\$1,721.00	\$1,975.00
32	12" GVW-1 Gate Valve and Box		EA	1	\$2,420.00	\$2,420.00	\$2,295.00	\$2,295.00	\$2,500.00
33	16" BFV-1 Butterfly Valve and Box		EA	1	\$8,250.00	\$8,250.00	\$3,500.00	\$3,500.00	\$6,625.00
34	18" BFV-1 Butterfly Valve and Box		EA	1	\$9,900.00	\$9,900.00	\$4,230.00	\$4,230.00	\$9,020.00
35	Removal of ex. Fire Hydrants		EA	1	\$275.00	\$275.00	\$750.00	\$750.00	\$1,850.00
36	Relocation and Reconnection of ex. Fire Hydrants		EA	1	\$6,050.00	\$6,050.00	\$2,500.00	\$2,500.00	\$3,175.00
37	Fire Hydrants		EA	1	\$5,060.00	\$5,060.00	\$3,650.00	\$3,650.00	\$5,000.00
38	Adjusting existing Fire Hydrants		VF	1	\$275.00	\$275.00	\$650.00	\$650.00	\$875.00
39	Service tubing system, 3/4"-1.25"		LF	5	\$22.00	\$110.00	\$55.00	\$275.00	\$19.25
40	Service tubing system, 1.50"-2"		LF	5	\$22.00	\$110.00	\$65.00	\$325.00	\$20.75
41	Copper service tubing system, 3/4"-1.25"		LF	5	\$39.00	\$195.00	\$65.00	\$325.00	\$21.00
42	Copper service tubing system, 1.50"-2"		LF	5	\$39.00	\$195.00	\$75.00	\$375.00	\$27.50
43	Service tubing under roadway		LF	5	\$39.00	\$195.00	\$80.00	\$400.00	\$18.75
44	Repair leak in service line 3/4"-2.0"		EA	1	\$1,650.00	\$1,650.00	\$1,500.00	\$1,500.00	\$925.00
45	Service connection in 6" thru 10" water mains		EA	1	\$1,100.00	\$1,100.00	\$300.00	\$300.00	\$1,150.00
46	Service connection in 12" thru 18" water mains		EA	1	\$2,750.00	\$2,750.00	\$450.00	\$450.00	\$1,375.00
47	Service saddle repair or replacement in 6" thru 10" water mains		EA	1	\$1,100.00	\$1,100.00	\$450.00	\$450.00	\$950.00
48	Service saddle repair or replacement in 12" thru 18" water mains		EA	1	\$1,320.00	\$1,320.00	\$750.00	\$750.00	\$1,250.00
49	Water meters installation - up to 1"		EA	1	\$550.00	\$550.00	\$200.00	\$200.00	\$900.00
50	Water meters installation - >1" to 2"		EA	1	\$1,100.00	\$1,100.00	\$650.00	\$650.00	\$1,875.00
51	Water meter relocation 3/4" thru 2"		EA	1	\$3,850.00	\$3,850.00	\$300.00	\$300.00	\$1,500.00
52	Water service changeover 3/4" thru 2"		EA	1	\$1,650.00	\$1,650.00	\$200.00	\$200.00	\$1,125.00
53	Tapping sleeve and Valve connection (TSVW) 6" x 6"		EA	1	\$3,960.00	\$3,960.00	\$4,500.00	\$4,500.00	\$4,725.00
54	Tapping sleeve and Valve connection (TSVW) 8" x 6" to 8" (side cut)		EA	1	\$2,970.00	\$2,970.00	\$4,500.00	\$4,500.00	\$5,145.00
55	Tapping sleeve and Valve connection (TSVW) 10" x 6" to 10" (side cut)		EA	1	\$3,300.00	\$3,300.00	\$5,800.00	\$5,800.00	\$6,215.00
56	Tapping sleeve and Valve connection (TSVW) 12" x 6" thru 12" (side cut)		EA	1	\$8,250.00	\$8,250.00	\$5,800.00	\$5,800.00	\$10,080.00
57	Connection to existing water main less than 6" (Wet cut in)		EA	1	\$1,320.00	\$1,320.00	\$2,500.00	\$2,500.00	\$3,500.00
58	Connection to existing water main 6"-8" (Wet cut in)		EA	1	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00	\$5,000.00
59	Connection to existing water main 10"-16" (Wet cut in)		EA	1	\$7,150.00	\$7,150.00	\$3,800.00	\$3,800.00	\$17,895.00
60	12" Steel Casing Pipe Tunnel Liner		LF	5	\$44.00	\$220.00	\$850.00	\$4,250.00	\$140.00
61	16" Steel Casing Pipe Tunnel Liner		LF	5	\$55.00	\$275.00	\$900.00	\$4,500.00	\$175.00
62	18" Steel Casing Pipe Tunnel Liner		LF	5	\$77.00	\$385.00	\$950.00	\$4,750.00	\$205.00
63	20" Steel Casing Pipe Tunnel Liner		LF	5	\$88.00	\$440.00	\$1,000.00	\$5,000.00	\$261.00

			BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		
			GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWERENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340		THE RENEE GROUP, INC. 3050 SELIG DRIVE ATLANTA, GA 30336		
64	Line plugging device less than 6"	EA	1	\$13,200.00	\$13,200.00	\$6,000.00	\$6,000.00	\$3,750.00	\$3,750.00
65	Line plugging device 6"-8"	EA	1	\$16,500.00	\$16,500.00	\$7,000.00	\$7,000.00	\$4,100.00	\$4,100.00
66	Line plugging device 10"-12"	EA	1	\$19,800.00	\$19,800.00	\$13,000.00	\$13,000.00	\$7,500.00	\$7,500.00
67	4"-8" Existing Water Mains to be Removed	LF	5	\$17.00	\$85.00	\$85.00	\$425.00	\$325.00	\$1,625.00
68	DIP to HDPE Transition 4"	EA	1	\$1,980.00	\$1,980.00	\$500.00	\$500.00	\$410.00	\$410.00
69	DIP to HDPE Transition 6"-8"	EA	1	\$2,200.00	\$2,200.00	\$500.00	\$500.00	\$525.00	\$525.00
70	DIP to HDPE Transition 10"-12"	EA	1	\$3,520.00	\$3,520.00	\$500.00	\$500.00	\$805.00	\$805.00
71	DIP to HDPE Transition 16"	EA	1	\$4,400.00	\$4,400.00	\$500.00	\$500.00	\$1,795.00	\$1,795.00
72	Concrete Blocking - Thrust Restraint on Existing Components	CY	1	\$220.00	\$220.00	\$350.00	\$350.00	\$385.00	\$385.00
73	8" DIPS Sewer, 0' to 10' Depth	LF	5	\$116.00	\$580.00	\$190.00	\$950.00	\$150.00	\$750.00
74	8" DIPS Sewer, >14' to 18' Depth	LF	5	\$127.00	\$635.00	\$217.00	\$1,085.00	\$175.00	\$875.00
75	8" DIPS Sewer, >10' to 14' Depth	LF	5	\$138.00	\$690.00	\$217.00	\$1,085.00	\$165.00	\$825.00
76	8" DIPS Sewer, >14' to 18' Depth	LF	5	\$149.00	\$745.00	\$235.00	\$1,175.00	\$175.00	\$875.00
77	10" DIPS Sewer, 0' to 10' Depth	LF	5	\$121.00	\$605.00	\$210.00	\$1,050.00	\$165.00	\$825.00
78	10" DIPS Sewer, >10' to 14' Depth	LF	5	\$132.00	\$660.00	\$236.00	\$1,180.00	\$175.00	\$875.00
79	10" DIPS Sewer, >14' to 18' Depth	LF	5	\$143.00	\$715.00	\$254.00	\$1,270.00	\$175.00	\$875.00
80	10" DIPS Sewer, >18' to 22' Depth	LF	5	\$154.00	\$770.00	\$290.00	\$1,450.00	\$175.00	\$875.00
81	12" DIPS Sewer, 0' to 10' Depth	LF	5	\$132.00	\$660.00	\$225.00	\$1,125.00	\$195.00	\$975.00
82	12" DIPS Sewer, >10' to 14' Depth	LF	5	\$143.00	\$715.00	\$251.00	\$1,255.00	\$195.00	\$975.00
83	12" DIPS Sewer, >14' to 18' Depth	LF	5	\$154.00	\$770.00	\$269.00	\$1,345.00	\$195.00	\$975.00
84	12" DIPS Sewer, >18' to 22' Depth	LF	5	\$165.00	\$825.00	\$305.00	\$1,525.00	\$195.00	\$975.00
85	18" DIPS Sewer, 0' to 10' Depth	LF	5	\$171.00	\$855.00	\$311.00	\$1,555.00	\$200.00	\$1,000.00
86	18" DIPS Sewer, >10' to 14' Depth	LF	5	\$182.00	\$910.00	\$352.00	\$1,760.00	\$225.00	\$1,125.00
87	18"DIPS Sewer, >14' to 18' Depth	LF	5	\$193.00	\$965.00	\$370.00	\$1,850.00	\$200.00	\$1,000.00
88	18"DIPS Sewer, >18' to 22' Depth	LF	5	\$220.00	\$1,100.00	\$405.00	\$2,025.00	\$200.00	\$1,000.00
89	24" DIPS Sewer,0' to 10' Depth	LF	5	\$220.00	\$1,100.00	\$375.00	\$1,875.00	\$250.00	\$1,250.00
90	24"DIPS Sewer, >10' to 14' Depth	LF	5	\$237.00	\$1,185.00	\$402.00	\$2,010.00	\$250.00	\$1,250.00
91	24" DIPS Sewer, >14' to 18' Depth	LF	5	\$253.00	\$1,265.00	\$420.00	\$2,100.00	\$265.00	\$1,325.00
92	24" DIPS Sewer, >18' to 22' Depth	LF	5	\$275.00	\$1,375.00	\$455.00	\$2,275.00	\$275.00	\$1,375.00
93	8" PVCS Sewer, 0' to 10' Depth	LF	5	\$72.00	\$360.00	\$186.00	\$930.00	\$125.00	\$625.00
94	8" PVCS Sewer, >10' to 14' Depth	LF	5	\$83.00	\$415.00	\$212.00	\$1,060.00	\$150.00	\$750.00
95	10" PVCS Sewer, 0' to 10' Depth	LF	5	\$83.00	\$415.00	\$197.00	\$985.00	\$175.00	\$875.00
96	10" PVCS Sewer, >10' to 14' Depth	LF	5	\$94.00	\$470.00	\$224.00	\$1,120.00	\$175.00	\$875.00
97	12" PVCS Sewer , 0' to 10' Depth	LF	5	\$94.00	\$470.00	\$197.00	\$985.00	\$195.00	\$975.00
98	12" PVCS Sewer, >10' to 14' Depth	LF	5	\$105.00	\$525.00	\$224.00	\$1,120.00	\$195.00	\$975.00
99	4" PVCFM Force Main	LF	5	\$39.00	\$195.00	\$150.00	\$750.00	\$90.00	\$450.00
100	6" PVCFM Force Main	LF	5	\$50.00	\$250.00	\$155.00	\$775.00	\$90.00	\$450.00
101	4" DIPFM Force Main	LF	5	\$50.00	\$250.00	\$155.00	\$775.00	\$90.00	\$450.00
102	6" DIPFM Force Main	LF	5	\$55.00	\$275.00	\$160.00	\$800.00	\$90.00	\$450.00
103	4" PEFM Force Main by HDD	LF	5	\$110.00	\$550.00	\$325.00	\$1,625.00	\$135.00	\$675.00
104	6" PEFM Force Main by HDD	LF	5	\$165.00	\$825.00	\$350.00	\$1,750.00	\$135.00	\$675.00
105	8" to 10" Transition Collar	EA	1	\$550.00	\$550.00	\$500.00	\$500.00	\$450.00	\$450.00
106	12" to 16" Transition Collar	EA	1	\$1,100.00	\$1,100.00	\$500.00	\$500.00	\$750.00	\$750.00
107	4" DIPS Sewer Service Line	LF	5	\$42.00	\$210.00	\$105.00	\$525.00	\$60.00	\$300.00
108	6" DIPS Sewer Service Line	LF	5	\$53.00	\$265.00	\$115.00	\$575.00	\$80.00	\$400.00
109	DIPS Sewer Service Cleanout	EA	1	\$495.00	\$495.00	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00
110	8" to 10" Sewer Service Wye or Tee	EA	1	\$275.00	\$275.00	\$350.00	\$350.00	\$650.00	\$650.00
111	12" to 18" Sewer Service Wye or Tee	EA	1	\$385.00	\$385.00	\$700.00	\$700.00	\$750.00	\$750.00
112	CCTV Inspection and Video Record 4" to 12" Dia. Sewer	LF	5	\$3.00	\$15.00	\$8.00	\$40.00	\$5.00	\$25.00
113	CCTV Inspection and Video Record 14" to 24" Dia. Sewer	LF	5	\$3.00	\$15.00	\$12.00	\$60.00	\$8.00	\$40.00
114	Light Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$3.00	\$15.00	\$15.00	\$75.00	\$3.00	\$15.00
115	Light Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$6.00	\$30.00	\$20.00	\$100.00	\$6.00	\$30.00
116	Heavy Sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$5.00	\$25.00	\$20.00	\$100.00	\$9.00	\$45.00
117	Heavy Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$17.00	\$85.00	\$25.00	\$125.00	\$15.00	\$75.00
118	Root Cutting sewer Cleaning 4" to 12" Dia. Sewer	LF	5	\$4.00	\$20.00	\$80.00	\$400.00	\$25.00	\$125.00
119	Root Cutting Sewer Cleaning 14" to 24" Dia. Sewer	LF	5	\$20.00	\$100.00	\$90.00	\$450.00	\$35.00	\$175.00
120	4 Ft Dia. Precast Manhole	EA	1	\$1,980.00	\$1,980.00	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00
121	4 Ft Precast Manhole Riser	VF	5	\$110.00	\$550.00	\$320.00	\$1,600.00	\$400.00	\$2,000.00
122	5 Ft Dia. Precast Manhole	EA	1	\$1,980.00	\$1,980.00	\$5,500.00	\$5,500.00	\$3,800.00	\$3,800.00
123	5 Ft Precast Manhole Riser	VF	5	\$110.00	\$550.00	\$550.00	\$2,750.00	\$550.00	\$2,750.00
124	Standard Manhole Frame and Cover	EA	1	\$743.00	\$743.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
125	Watertight, Bolt Down Manhole Frame & Cover	EA	1	\$935.00	\$935.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
126	5' to 4' Precast Manhole Riser Transition	EA	1	\$880.00	\$880.00	\$400.00	\$400.00	\$2,000.00	\$2,000.00
127	Manhole Drop Connection	EA	1	\$1,320.00	\$1,320.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
128	Manhole Stub Out	EA	1	\$550.00	\$550.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
129	Manhole Over Existing Sewer - Extra	EA	1	\$880.00	\$880.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00
130	Manhole Protective Coating	EA	1	\$880.00	\$880.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
131	Connect to Existing Manhole	EA	1	\$1,650.00	\$1,650.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
132	Deep Manhole Safety Platform	EA	1	\$880.00	\$880.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00
133	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Pavement	EA	1	\$880.00	\$880.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00
134	Adjust Manhole Frame/Cover to Grade - Structure	EA	1	\$880.00	\$880.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
135	Plug Existing Sewer	EA	1	\$880.00	\$880.00	\$3,500.00	\$3,500.00	\$750.00	\$750.00
136	Remove or Abandon Existing Sewer Structure	EA	1	\$1,650.00	\$1,650.00	\$1,800.00	\$1,800.00	\$750.00	\$750.00
137	Plug Existing Sewer	EA	1	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00
138	Plug Existing Force Main	EA	1	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWERENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340		THE RENEE GROUP, INC. 3050 SELIG DRIVE ATLANTA, GA 30336	
139	Sewage Bypass Pumping Mobilization/Demobilization	EA	1	\$3,850.00	\$3,850.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00
140	Sewage Bypass Pumping - Additional Suction/Discharge Hose	EA	5	\$28.00	\$140.00	\$750.00	\$3,750.00	\$4,500.00	\$22,500.00 *
141	4 Inch Pump Bypass Operation	DAY	1	\$715.00	\$715.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
142	6 Inch Pump Bypass Operation	DAY	1	\$990.00	\$990.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00
143	8 Inch Pump Bypass Operation	DAY	1	\$1,650.00	\$1,650.00	\$9,000.00	\$9,000.00	\$3,500.00	\$3,500.00
144	Concrete Support Piers	CY	1	\$385.00	\$385.00	\$1,200.00	\$1,200.00	\$450.00	\$450.00
145	Pip Tracer Wire	LF	5	\$3.00	\$15.00	\$20.00	\$100.00	\$20.00	\$100.00
146	Exploratory Excavation	HR	1	\$605.00	\$605.00	\$475.00	\$475.00	\$350.00	\$350.00
147	Temporary Traffic Control	LF	5	\$110.00	\$550.00	\$55.00	\$275.00	\$95.00	\$475.00
148	Temporary Traffic Control Detour	DAY	1	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
149	Stabilization Stone	CY	5	\$39.00	\$195.00	\$75.00	\$375.00	\$60.00	\$300.00
150	Rock Excavation	CY	5	\$220.00	\$1,100.00	\$350.00	\$1,750.00	\$400.00	\$2,000.00
151	Pavement Patch Type 1	LF	5	\$55.00	\$275.00	\$115.00	\$575.00	\$50.00	\$250.00
152	Pavement Patch Type 2	LF	5	\$55.00	\$275.00	\$100.00	\$500.00	\$45.00	\$225.00
153	Sidewalk Removal and Restoration	SY	5	\$39.00	\$195.00	\$65.00	\$325.00	\$75.00	\$375.00
154	Curb and Gutter Removal and Restoration	LF	5	\$29.00	\$145.00	\$45.00	\$225.00	\$75.00	\$375.00
155	Curb Removal and Restoration	LF	5	\$22.00	\$110.00	\$45.00	\$225.00	\$75.00	\$375.00
156	Temporary Construction exit	EA	1	\$880.00	\$880.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00
157	Temporary Stone Check Dam	EA	1	\$138.00	\$138.00	\$150.00	\$150.00	\$200.00	\$200.00
158	Temporary Hay Bale Check Dam	EA	1	\$94.00	\$94.00	\$70.00	\$70.00	\$60.00	\$60.00
159	Temporary Silt Fence - Sensitive	LF	5	\$4.00	\$20.00	\$5.00	\$25.00	\$20.00	\$100.00
160	Temporary Silt Fence - Non Sensitive	LF	5	\$3.00	\$15.00	\$2.50	\$12.50	\$20.00	\$100.00
161	Rip Rap Stabilization	SY	5	\$50.00	\$250.00	\$75.00	\$375.00	\$65.00	\$325.00
162	Erosion and Sedimentation Control	LF	5	\$4.00	\$20.00	\$25.00	\$125.00	\$35.00	\$175.00
163	Earth Fill	CY	5	\$39.00	\$195.00	\$70.00	\$350.00	\$45.00	\$225.00
164	Geotechnical Compaction Testing	EA	1	\$275.00	\$275.00	\$800.00	\$800.00	\$950.00	\$950.00
165	Field Superintendent	HR	1	\$100.00		\$100.00			
166	Equipment Operator	HR	1	\$95.00		\$60.00			
167	Laborer	HR	1	\$45.00		\$45.00			
168	Pipe Fitter	HR	1	\$95.00		\$50.00			
169	Traffic Flagger	HR	1	\$40.00		\$90.00			
TOTAL BID AMOUNT				\$263,865.00		\$299,233.50		\$346,741.25 *	
BID BOND NOTE REFERENCE LICENSE NUMBER				5% (1) (2) UC300704		5% (1) (2) UC300075		5% (1) (2) UC302363	

NOTES:

* DENOTES CORRECTED VALUE

(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/2020).

(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.

(3) OTHER BIDS RECEIVED EXCEEDED THE MAXIMUM ALLOWABLE 3% OF THE TOTAL BID AMOUNT FOR BID ITEM 1 - BONDS AND INSURANCE, AS STATED IN UNIT PRICES SECTION 012200, PART 3.1, AND WERE REJECTED.

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.

8/5/2020

DATE

BID TABULATION
ANNUAL CONTRACT FOR THE CONSTRUCTION AND MAINTENANCE OF STORM SEWERS (Contract 2)
HAPEVILLE, GA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT CITY HALL
 2:00 PM, LOCAL TIME, JULY 29, 2020

				BIDDER NO. 1		BIDDER NO. 2	
				GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWRENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Contract Bonds and Insurance	LS	1	\$1,905.00	\$1,905.00	\$5,000.00	\$5,000.00
2	12" DIPS Storm Sewer	LF	20	\$50.00	\$1,000.00	\$180.00	\$3,600.00
3	16" DIPS Storm Sewer	LF	20	\$55.00	\$1,100.00	\$185.00	\$3,700.00
4	Storm Drain Pipe, 15 inch CMP	LF	20	\$40.00	\$800.00	\$146.00	\$2,920.00
5	Storm Drain Pipe, 18 inch CMP	LF	20	\$50.00	\$1,000.00	\$146.00	\$2,920.00
6	Storm Drain Pipe, 21 inch CMP	LF	20	\$61.00	\$1,220.00	\$195.00	\$3,900.00
7	Storm Drain Pipe, 24 inch CMP	LF	20	\$72.00	\$1,440.00	\$210.00	\$4,200.00
8	Storm Drain Pipe, 30 inch CMP	LF	20	\$66.00	\$1,320.00	\$215.00	\$4,300.00
9	Storm Drain Pipe, 15 inch RCP	LF	20	\$44.00	\$880.00	\$146.00	\$2,920.00
10	Storm Drain Pipe, 18 inch RCP	LF	20	\$55.00	\$1,100.00	\$146.00	\$2,920.00
11	Storm Drain Pipe, 21 inch RCP	LF	20	\$61.00	\$1,220.00	\$195.00	\$3,900.00
12	Storm Drain Pipe, 24 inch RCP	LF	20	\$66.00	\$1,320.00	\$210.00	\$4,200.00
13	Storm Drain Pipe, 30 inch RCP	LF	20	\$88.00	\$1,760.00	\$230.00	\$4,600.00
14	18" HDPE Storm Sewer by Pipe Bursting	LF	20	\$495.00	\$9,900.00	\$300.00	\$6,000.00
15	20" HDPE Storm Sewer by Pipe Bursting	LF	20	\$550.00	\$11,000.00	\$350.00	\$7,000.00
16	24" HDPE Storm Sewer by Pipe Bursting	LF	20	\$660.00	\$13,200.00	\$400.00	\$8,000.00
17	CCTV Inspection and Video Record 4" to 12" Dia. Storm Sewer	LF	20	\$3.00	\$60.00	\$5.00	\$100.00
18	CCTV Inspection and Video Record 14" to 24" Dia. Storm Sewer	LF	20	\$3.00	\$60.00	\$8.00	\$160.00
19	4 Ft Dia. Precast Manhole	LF	2	\$1,650.00	\$3,300.00	\$4,000.00	\$8,000.00
20	4 Ft Precast Manhole Riser	VF	10	\$275.00	\$2,750.00	\$400.00	\$4,000.00
21	5 Ft Dia. Precast Manhole	EA	2	\$1,650.00	\$3,300.00	\$5,500.00	\$11,000.00
22	5 Ft Precast Manhole Riser	VF	10	\$275.00	\$2,750.00	\$550.00	\$5,500.00
23	Standard Manhole Frame and Cover	EA	2	\$880.00	\$1,760.00	\$1,000.00	\$2,000.00
24	Watertight, Bolt Down Manhole Frame & Cover	EA	2	\$1,320.00	\$2,640.00	\$1,000.00	\$2,000.00
25	5' to 4' Precast Manhole Riser Transition	EA	2	\$880.00	\$1,760.00	\$550.00	\$1,100.00
26	Manhole Drop Connection	EA	2	\$1,100.00	\$2,200.00	\$3,000.00	\$6,000.00
27	Manhole Stub Out	EA	2	\$935.00	\$1,870.00	\$2,000.00	\$4,000.00
28	Manhole Over Existing Sewer - Extra	EA	2	\$2,750.00	\$5,500.00	\$1,500.00	\$3,000.00
29	Manhole Protective Coating	EA	2	\$1,320.00	\$2,640.00	\$1,500.00	\$3,000.00
30	Connect to Existing Manhole	EA	2	\$550.00	\$1,100.00	\$3,500.00	\$7,000.00
31	Adjust Manhole Frame/Cover to Grade - 1 VF or Less, Non-Pavement	EA	2	\$495.00	\$990.00	\$1,400.00	\$2,800.00
32	Adjust Manhole Frame/Cover to Grade, Pavement - Over 1 VF	EA	2	\$880.00	\$1,760.00	\$3,000.00	\$6,000.00
33	Adjust Manhole Frame/Cover to Grade - Over 1 VF	EA	2	\$1,320.00	\$2,640.00	\$2,000.00	\$4,000.00
34	Remove or Abandon Existing Storm Sewer Structure	EA	2	\$880.00	\$1,760.00	\$2,500.00	\$5,000.00
35	Plug Existing Storm Sewer	EA	2	\$550.00	\$1,100.00	\$3,500.00	\$7,000.00
36	Drop Inlet	EA	2	\$1,650.00	\$3,300.00	\$4,000.00	\$8,000.00
37	Drop Inlet additional Depth	VF	10	\$275.00	\$2,750.00	\$400.00	\$4,000.00
38	Catch Basin	EA	2	\$1,980.00	\$3,960.00	\$5,800.00	\$11,600.00
39	Catch Basin Additional Depth	VF	10	\$165.00	\$1,650.00	\$400.00	\$4,000.00
40	Junction Box	EA	2	\$1,650.00	\$3,300.00	\$3,500.00	\$7,000.00
41	Concrete Headwall	EA	2	\$1,980.00	\$3,960.00	\$1,500.00	\$3,000.00
42	Concrete Support Piers	CY	5	\$1,100.00	\$5,500.00	\$800.00	\$4,000.00
43	Pip Tracer Wire	LF	20	\$2.00	\$40.00	\$20.00	\$400.00
44	Exploratory Excavation	HR	1	\$495.00	\$495.00	\$550.00	\$550.00
45	Temporary Traffic Control	LF	20	\$83.00	\$1,660.00	\$55.00	\$1,100.00
46	Temporary Traffic Control Detour	DAY	1	\$825.00	\$825.00	\$1,000.00	\$1,000.00
47	Stabilization Stone	CY	5	\$55.00	\$275.00	\$75.00	\$375.00
48	Rock Excavation	CY	5	\$275.00	\$1,375.00	\$200.00	\$1,000.00
49	Pavement Patch Type 1	LF	20	\$55.00	\$1,100.00	\$115.00	\$2,300.00

				BIDDER NO. 1		BIDDER NO. 2	
				GS CONSTRUCTION, INC. 526 LYLE CIRCLE LAWRENCEVILLE, GA 30046		SITE ENGINEERING, INC. 7025 BEST FRIEND RD ATLANTA, GA 30340	
50	Pavement Patch Type 2	LF	20	\$55.00	\$1,100.00	\$100.00	\$2,000.00
51	Sidewalk Removal and Restoration	SY	5	\$66.00	\$330.00	\$65.00	\$325.00
52	Curb and Gutter Removal and Restoration	LF	20	\$66.00	\$1,320.00	\$45.00	\$900.00
53	Curb Removal and Restoration	LF	20	\$44.00	\$880.00	\$45.00	\$900.00
54	Temporary Construction Exit	EA	1	\$1,980.00	\$1,980.00	\$1,500.00	\$1,500.00
55	Temporary Stone Check Dam	EA	1	\$138.00	\$138.00	\$200.00	\$200.00
56	Temporary Hay Bale Check Dam	EA	1	\$39.00	\$39.00	\$70.00	\$70.00
57	Temporary Silt Fence - Sensitive	LF	20	\$4.00	\$80.00	\$4.00	\$80.00
58	Temporary Silt Fence - Non Sensitive	LF	20	\$3.00	\$60.00	\$1.50	\$30.00
59	Rip Rap Stabilization	SY	5	\$72.00	\$360.00	\$75.00	\$375.00
60	Erosion and Sedimentation Control	LF	20	\$11.00	\$220.00	\$15.00	\$300.00
61	Earth Fill	CY	5	\$66.00	\$330.00	\$70.00	\$350.00
62	Geotechnical Compaction Testing	EA	1	\$275.00	\$275.00	\$800.00	\$800.00
63	Field Superintendent	HR	1	\$100.00		\$100.00	
64	Equipment Operator	HR	1	\$95.00		\$60.00	
65	Laborer	HR	1	\$45.00		\$45.00	
66	Pipe Fitter	HR	1	\$95.00		\$50.00	
67	Traffic Flagger	HR	1	\$40.00		\$90.00	
TOTAL BID AMOUNT				\$127,407.00		\$207,895.00	
BID BOND				5%		5%	
NOTE REFERENCE				(1) (2)		(1) (2)	
LICENSE NUMBER				UC300704		UC300075	

NOTES:

* DENOTES CORRECTED VALUE

(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/2020).

(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.

(3) OTHER BIDS RECEIVED EXCEEDED THE MAXIMUM ALLOWABLE 3% OF THE TOTAL BID AMOUNT FOR BID ITEM 1 - BONDS AND INSURANCE, AS STATED IN UNIT PRICES SECTION 012200, PART 3.1, AND WERE REJECTED.

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.



8/5/2020

KECK & WOOD, INC.

DATE

1 **STATE OF GEORGIA**

2
3 **CITY OF HAPEVILLE**

4
5 **ORDINANCE NO. _____**

6
7 **AN ORDINANCE FOR THE APPOINTMENT OF BOARD MEMBERS OF THE CITY**
8 **OF HAPEVILLE PURSUANT TO PART I (“CHARTER AND RELATED LAWS”),**
9 **SUBPART A (“CHARTER”), ARTICLE II (“THE MAYOR AND COUNCIL”),**
10 **CHAPTER 4 (“ORGANIZATION AND PROCEDURE”), SECTION 2-401 (“ANNUAL**
11 **ORGANIZATIONAL MEETING”) OF THE CITY CHARTER; TO PROVIDE FOR**
12 **SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
13 **EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

14
15 **WHEREAS,** the Mayor and Council shall have full power and authority to provide for the
16 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
17 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,

18
19 **WHEREAS,** the municipal government of the City of Hapeville (hereinafter “City”) and
20 all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be
21 the legislative body of the City; and,

22
23 **WHEREAS,** every official act of the Mayor and Council which is to become law shall be
24 by ordinance;

25
26 **WHEREAS,** the Mayor and Council has the right to establish, abolish, merge, or
27 consolidate officers, positions of employment, departments and agencies of the City that are
28 necessary and proper for the administration of the affairs and government of the City; and

29
30 **WHEREAS,** the Mayor and Council nominate and appoint the following persons for the
31 following officers for the 2020 Calendar Year in accordance with the City Charter.

32
33 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
34 **THE CITY OF HAPEVILLE, GEORGIA THAT:**

35
36 **Section One. Appointments of Office.** The Mayor and City Council make the following
37 appointments:

38

<u>OFFICE</u>	<u>NAME</u>
Design Review Committee	Gregory Morgan
Board of Appeals	Martha Revelo

39
40
41 **Section Two. Codification and Certify.** This Ordinance adopted hereby shall be codified
42 and certified in a manner consistent with the laws of the State of Georgia and the City.

43
44 **Section Three. Severability.**
45

46 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
47 paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment,
48 believed by the Mayor and Council to be fully valid, enforceable and constitutional.
49

50 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
51 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
52 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
53 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
54 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
55 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
56 Ordinance.
57

58 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
59 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
60 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
61 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
62 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
63 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
64 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
65 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
66 effect.
67

68 **Section Four. Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances
69 in conflict herewith are hereby expressly repealed.
70

71 **Section Five. Effective Date.** The effective date of this Ordinance shall be the date of
72 adoption unless otherwise stated herein.
73

74 **ORDAINED** this _____ day of _____, 2020.

75 **CITY OF HAPEVILLE, GEORGIA**
76
77

78
79 _____
80 **Alan Hallman, Mayor**
81

82
83 **ATTEST:**
84
85
86
87 _____

88 City Clerk

89

90

91 **APPROVED BY:**

92

93

94

95

96 _____
City Attorney

97

Crystal Griggs-Epps

From: noreply@civicplus.com
Sent: Monday, July 20, 2020 11:43 AM
To: Crystal Griggs-Epps; Maria Rodriguez
Subject: Online Form Submittal: Board Application Form

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Design Review Committee

Name:: Gregory D Morgan

Home Address:: 3302 Myrtle Street

Home Phone Number:: [REDACTED]

Business Phone Number:: [REDACTED]

Occupation:: Home Designer & Interior Designer

Email Address:: [REDACTED]

Why do you want to serve on a Board or Commission?: I am proud of Hapeville and proud be a resident too. I have 30 years of design experience, ranging from retail environments, 4&5 star hotel interiors, Senior Living Interiors and now home design and renovations.

I hope to use my skill set to maintain a pleasant, well conceived design aesthetic for Hapeville.

Are you available in the evenings? : Yes

If yes, which evenings are best for you? : Monday ,Tuesday,Wednesday,Thursday,Friday

Length of Residency in League City:: Hapeville

High School:: Chamblee High School

College:: Georgia State University

Trade or Business School::

Hobbies:: Painting and Gardening

Are you currently serving on other Boards, Commissions, or Committees?: No

If yes, which::

Have you served on a Board, Commission, or Committee before?: Yes

If yes, which:: Hapeville Main Street Committee

Please list organization memberships and positions held::

Please List Areas of Special Interest:

Please Enter Basic Resume Information Below: EXPERIENCE

August 2018 to present
GMID, LLC (Greg Morgan Interior Design)
Owner and Operator

Design Development / CAD Documentation / Residential New Builds and Renovations.

August 2010 to 2018
Self Employed, Atlanta
Independent Contractor

Design Consultation / CAD Documentation / Residential and Retail Interiors

November 2007 to July 2010
CMMI; Atlanta
Senior Designer, Project Manager, Team Leader

1. Maintained a high level of communication with client contacts to identify goals, establish design intent, and maintain client satisfaction.
2. Managed a design team in master planning, design development, contract documentation, construction administration to deliver successful completion of hotel and senior living repositioning, new build, and renovation projects.
3. Corporate Clients included:
 - Omni Hotels
 - IHG
 - Kimpton Hotels
 - Atria Senior Living
 - Horizon Bay Senior Living

August 2006 to October 2007
Image Design; Atlanta
Senior Designer & Project Manager

1. Managed the interior design scope of country clubs new construction and renovations, including: design development, creation and maintenance of the FF&E budgets, client/committee presentations, and overview of purchasing and installation of design.

2. Maintained a quality level of communication with client contacts: acquiring an understanding of club functions and needs, building consensus among client/committee members, being alert to any changes in scope required, and maintaining client satisfaction.

3. Projects included:

· Stone Creek Community by Pulte Homes; Ocala, FL · Tamarack Country Club; Greenwich, CT · Druid Hills Golf Club; Atlanta, GA · Hamilton Harbor Yacht Club, Naples, FL

November 2005 to August 2006

Ferry, Hayes, and Allen Designers; Atlanta Project Manager & Senior Designer

1. Maintained and managed ongoing communication with project architects, general contractors and client/committee contacts through all project phases.

2. Managed a team of CAD technicians in the development of construction documents for the interior design scope of country clubs new construction and renovations.

3. Projects included:

· TPC, Tournament Players Club; Sawgrass – Jacksonville, FL · Biltmore Forest Country Club; Ashville, NC · Washington Golf Country Club; Washington D.C.

August 2002 to November 2005

Self Employed, Atlanta

Independent Contractor

Design Consultation / CAD Documentation / Residential and Retail Interiors

February 1998 to August 2002

CMMI; Atlanta

Project Manager, Senior Designer, Team Leader

1. Secured high profitability on Hospitality and Senior Living projects through rigorous management of team's billable hours and focus on lean productivity

2. Managed a team of (4) designers and cad technicians in master planning, design development, contract documentation through construction.

3. Maintained a high level of communication with client to identify goals, establish design intent, and maintain satisfaction with the final product and CMMI's performance.

June 1995 to February 1998

RLG / Rich's, Lazarus, Goldsmith's; Atlanta, GA Store Planning and Project Management

1. Acted as store planning liaison to the merchant division to insure timely project completion and profitability.
2. Managed in-house design staff, outside consultant and interfaced with the in-house construction department on store interior renovations and new construction projects.

August 1991 to June 1995

Self Employed, Atlanta

Independent Contractor

Design Consultation / CAD Documentation / Retail Interiors

EDUCATION - QUALIFICATIONS

BFA, Interior Design, cum laude Summer 1991 Georgia State University, Atlanta

NCIDQ, October 2005; certificate number 021139

Certified LEED AP

AutoCAD LT 2021, Microsoft Office - Excel, Word, Power Point

Please provide three references:: Shannon Short - [REDACTED] Travis Horsley - [REDACTED] Alexia Ryan - [REDACTED]

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Gregory D Morgan

Additional Information:

Form submitted on: 7/20/2020 11:42:45 AM

Submitted from IP Address: 75.45.63.136

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.hapeville.org/Forms.aspx?FID=118>

Crystal Griggs-Epps

From: noreply@civicplus.com
Sent: Thursday, June 18, 2020 12:33 PM
To: Crystal Griggs-Epps; Maria Rodriguez
Subject: Online Form Submittal: Board Application Form

Follow Up Flag: Flag for follow up
Flag Status: Flagged

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Board of Appeals

Name:: Martha Revelo

Home Address:: 208 Victoria Lane

Home Phone Number:: [REDACTED]

Business Phone Number:: [REDACTED]

Occupation:: International Development

Email Address:: [REDACTED]

Why do you want to serve on a Board or Commission?: I would like to join the board of appeals because I would like to use my previous experience as a board member to be able to contribute efforts in my own community. I am a current member of 3 boards which all serve a common goal of providing the best interests for our community.

As a community leader, I have championed organizational culture, diversity leadership, and sustainability for several profit and non-profit youth programs. I have dedicated myself to helping create diverse opportunities for organizations through relationship building with donors, clients, and beneficiaries.

I am a longtime resident of the City of Hapeville and would like to have the opportunity to be a part of Hapeville's future.

Are you available in the evenings? : Yes

If yes, which evenings are best for you? : Monday ,Tuesday,Wednesday

Length of Residency in League City:: 8 years

High School:: Dutchtown High School

College:: Georgia State University

Trade or Business School:: Georgia State University

Hobbies:: hiking, reading, traveling, advocacy

Are you currently serving on other Boards, Commissions, or Committees?: No

If yes, which::

Have you served on a Board, Commission, or Committee before?: No

If yes, which::

Please list organization memberships and positions held:: n/a

Please List Areas of Special Interest: I am interested in community development, economic development, diversity inclusion, art culture, innovation, technology, business development and sustainability

Please Enter Basic Resume Information Below: Board of Directors, A.D. King Foundation Board of Directors, USA
Salvadoran Development Foundation Board of Directors Salvadoreños Unidos en Georgia

Please provide three references:: Iris Tellez, Vice President Salvadoreños Unidos en Georgia

[REDACTED]

Emmanuel Adeyemo, CEO and President
Jiltech International [REDACTED]

Henry Carey, Editor-In-Chief, Journal of International Organizations Studies (JIOS) Georgia State University
[REDACTED]
hcarey@gsu.edu

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Martha Revelo

Additional Information:

Form submitted on: 6/18/2020 12:32:39 PM

Submitted from IP Address: 24.99.184.180

Referrer Page: No Referrer - Direct Link

Form Address: <http://ga-hapeville2.civicplus.com/Forms.aspx?FID=118>

Draft Resolution
State of Georgia
Fulton County
City of Hapeville

Draft Resolution 2020.08.25a

Resolution to Name the Future Soccer and Football Fields at the Tom E. Morris Sports Complex the “Gary P. Cooley Memorial Fields”

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, Gary Paul Cooley, 58, passed away on Monday, August 3, 2020; and,

WHEREAS, Mr. Cooley was a cherished employee of the City of Hapeville for a period of 39 years, acting dutifully in his service to the residents of this town as an Equipment Operator; and

WHEREAS, Mr. Cooley was preceded in death by his mother, Sarah Parrott Cooley, in February. Surviving are his daughter, Chelcie Cooley & Clinton Jeffrey; a sister, Elaine Smith; brothers, Jerry (Hope) Cooley, and Scott Cooley; grandchildren, Alissa Shipp, Brycen Jeffreys, and Everlynn Jeffreys; nieces and nephews; and,

WHEREAS, Community Development Block Grant monies have been awarded to the City of Hapeville, in part, to change the current location of the softball field to be a soccer and football practice field; and,

WHEREAS, the City of Hapeville expects completion of the construction and landscape engineering of these fields before the summer of 2021; and,

WHEREAS, the Mayor and Council wish to memorialize Gary Paul Cooley and his humble service in maintaining park grounds in the City of Hapeville.

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. **Naming of the future soccer and football fields at the Tom E. Morris Sports Complex.** The Hapeville City Council hereby declare that the future soccer and football fields shall be named “Gary P. Cooley Memorial Fields.”
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.

ATTEST:

CRYSTAL GRIGGS-EPPS, CITY CLERK

APPROVED BY:

CITY ATTORNEY



2020 Grants Workshop

Land and Water Conservation Fund (LWCF) & Georgia Outdoor Stewardship Program (GOSP)

Taylor Brown
Grants Unit Chief

taylor.brown@dnr.ga.gov
404-463-8601

Antoinette Norfleet
LWCF Coordinator

antoinette.norfleet@dnr.ga.gov
404-463-8629

Rob Stokes
GOSP Coordinator

robert.stokes@dnr.ga.gov
404-463-8570

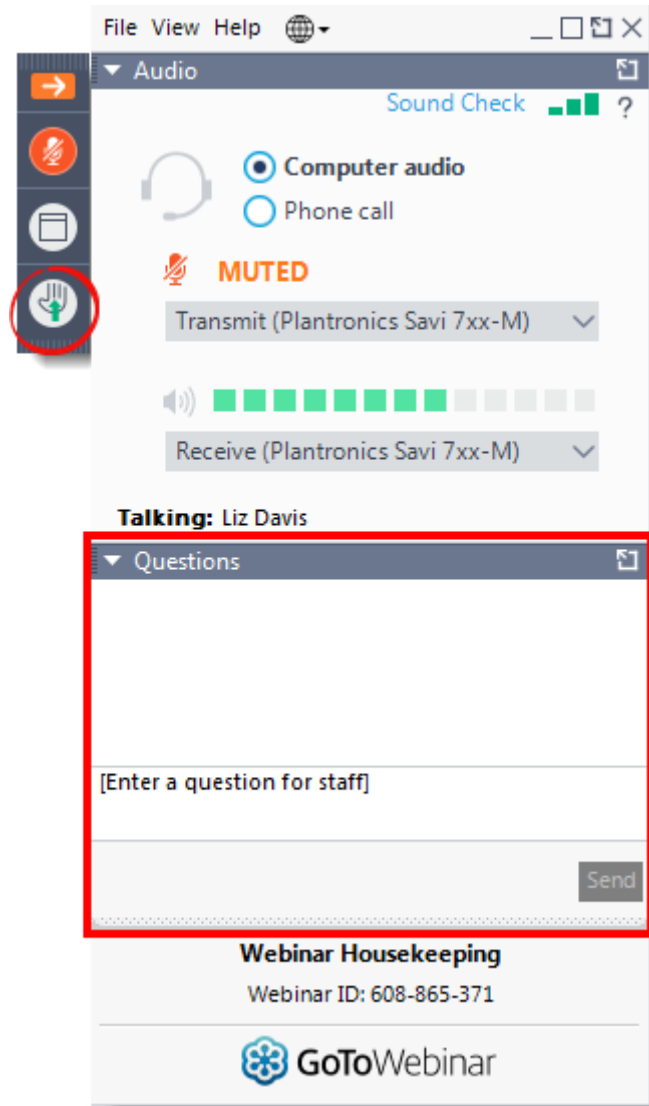
Workshop Agenda

- DNR Grants Unit Staff Introductions & Housekeeping Items
- Overview of DNR Grants, *Taylor Brown*
- Land and Water Conservation Fund (LWCF) Program Presentation, *Antoinette Norfleet*
 - 15 minute break –
- Georgia Outdoor Stewardship Program (GOSP) Presentation, *Rob Stokes*
 - 5 minute break –
- Tips for a Successful Application, *Taylor Brown*
- Question and Answer Session, *Antoinette Norfleet and Rob Stokes*

Housekeeping Items

- This presentation will be available at www.gadnr.org/grants
- We are always available for further assistance.
- Your microphones are currently muted but can be enabled for questions.

Asking a Question – Hand Icon



Your Participation

- Please continue to submit your text questions and comments using the Questions panel
- Please raise your hand to be unmuted for verbal questions.

Note: Today's presentation be provided on our website: <https://gadnr.org/gosp>

Applicant Poll

What type of organization do you represent?

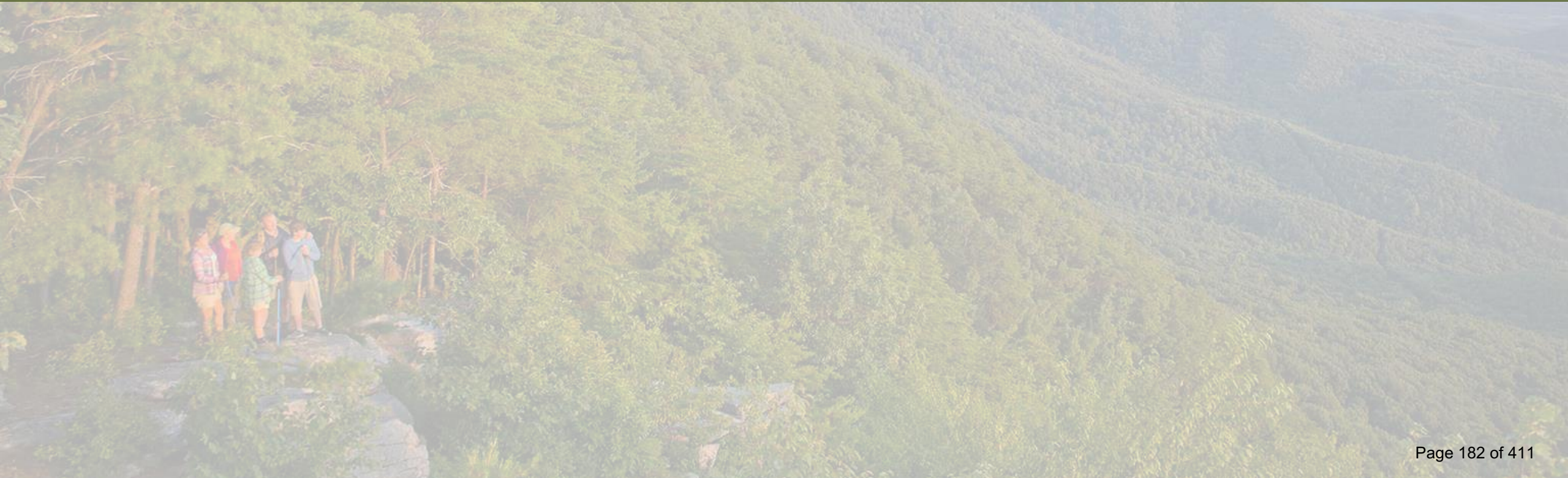
- a. City Government
- b. County Government
- c. State Government
- d. Non-profit Organization
- e. Other

Project Poll

Do you already have a project in mind or are you just gathering information on the program?

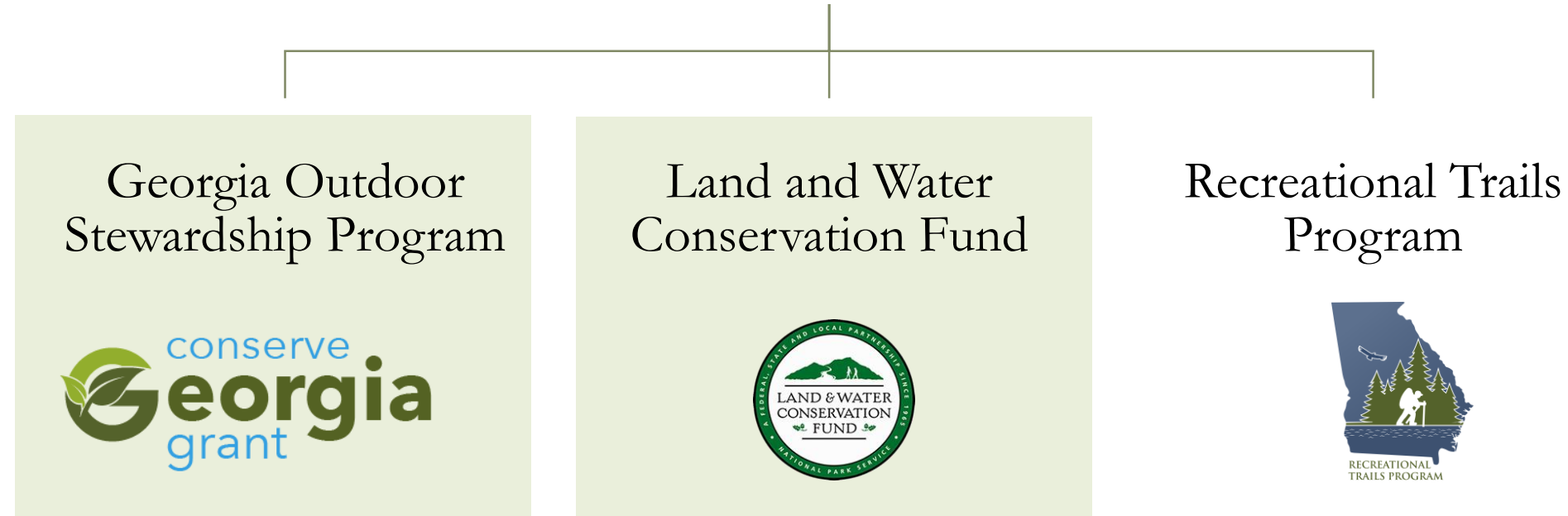


DNR Grants Unit



Organizational Chart

DNR Grants Unit



Should I Apply for GOSP or LWCF?

GOSP

- **Minimum** funding is \$500,000
- Minimum match: 25% of total project
- Examples of competitive project types
 - Invasive species removal
 - Wildlife habitat acquisition
 - Riparian zone restoration
 - Reservoir enhancements
 - Trail construction
 - Canoe/kayak launch construction

LWCF

- **Maximum** funding is \$500,000
- Minimum match: 50% of total project
- Examples of competitive project types
 - Baseball/softball field construction
 - Soccer fields
 - Restroom additions at existing parks
 - Splash pads
 - Ball field parking lots
 - Ball field fencing/lighting

Natural Resource-based Outdoor Recreation

Natural Resource-based Outdoor Recreation is defined in the GOSA statute as:

“Recreation in the form of boating, hiking, camping, fishing, hunting, running, jogging, biking, walking, or similar outdoor activities.”

Typical LWCF Projects



City of Varnell - \$25,000 for a new playground added to their existing park, Peacock Alley.

The City of Bremen –\$70,000 of LWCF assistance to replace ballfield fencing and backstops at the Bremen Sports Complex.



Typical GOSP Projects



Campground
construction



Critical habitat
acquisition



Reforestation



Land & Water Conservation Fund (LWCF) Educational Webinar

June 2020

Antoinette Norfleet

Grants Manager

antoinette.norfleet@dnr.ga.gov

404.463.8629

LaVern Turner

Grants Specialist

lavern.turner@dnr.ga.gov

404-463-8393

Housekeeping Reminder

- Everyone will be muted
- Questions are encouraged
- Write questions in chat box
- Full Q&A at the end of the session

Note

This workshop does not contain all of the information and applicant responsibilities associated with LWCF. Applicants must adhere to all state and federal requirements.

www.gadnr.org/grants

LWCF Purpose

The Land and Water Conservation Fund (LWCF) provides funds to acquire recreation lands as well as to develop and renovate outdoor recreation facilities.

Where Does LWCF Funding Come From?

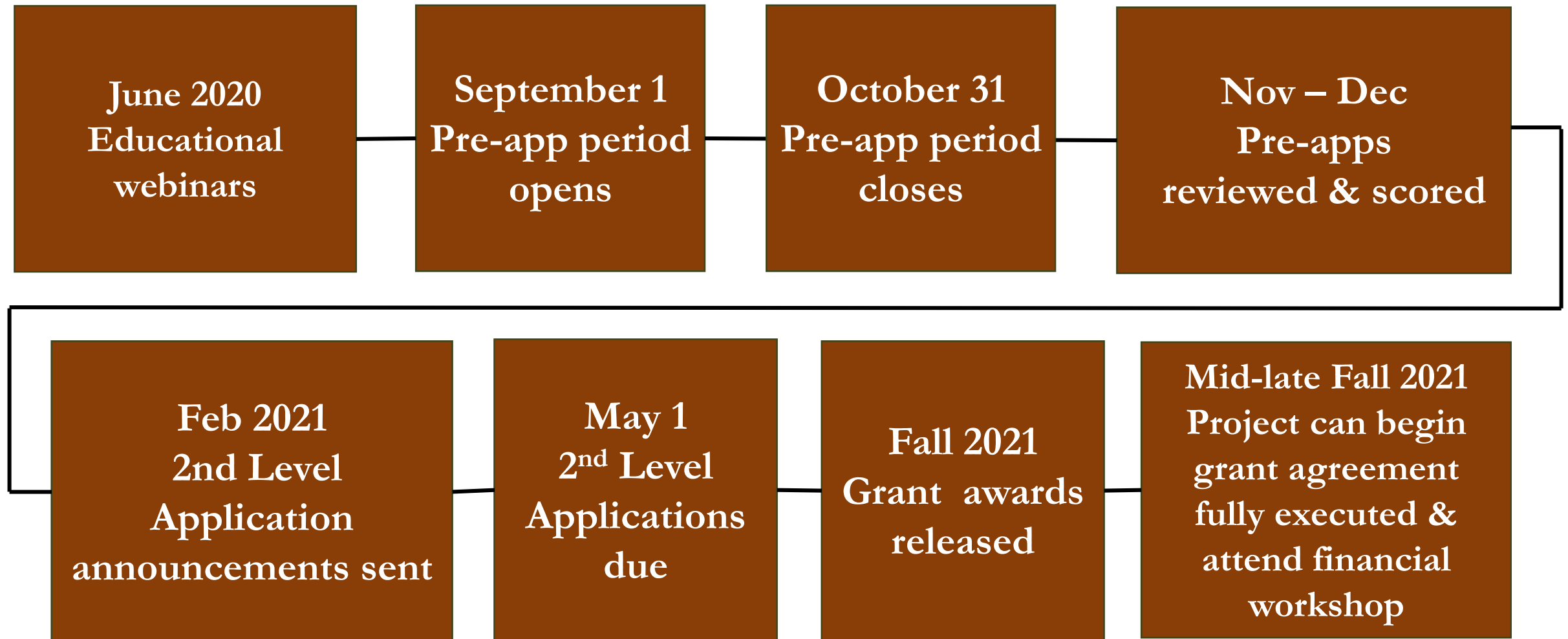
The LWCF Program is a federally funded grant program via the Department of Interior-National Park Service and is administered at the state level.

Funds are derived from the revenue from oil and gas lease sales on the Outer Continental Shelf.

Each state receives an appropriation based on a formula that includes the states population.

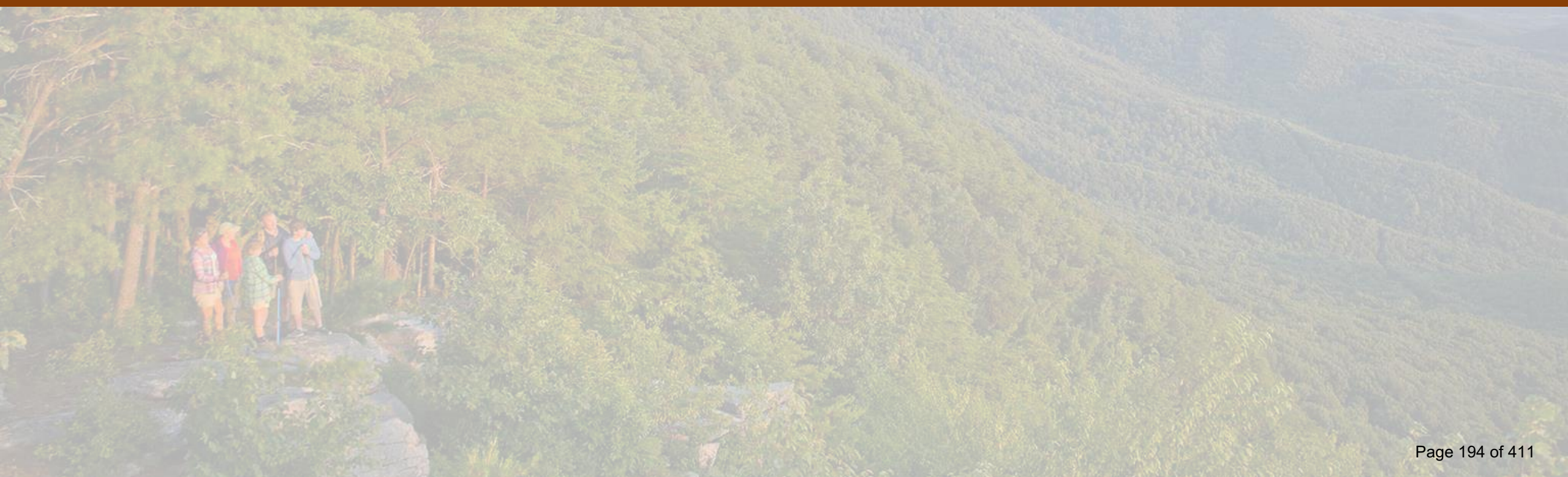
We are moving toward a bi-annual grant cycle. Therefore, the available funds will typically be two years of appropriations.

LWCF 2020-2021 Grant Cycle Timeline





Applicants & Project Types



Who Can Apply?

- Qualified Local Government Agencies
- Legally constituted Recreation Authorities and Recreation Commissions
- Limited to 1 application/project

Project Types

Acquisition

Development

Renovation/Rehab

Projects compete within each category

Acquisition Projects

Acquisition projects:
undeveloped land for future development or
recreation land that is not currently available to the
general public.

Acquisition Projects

Eligible costs
limited to the appraised land value

Incidental costs (appraisals, attorney fees, title searches)
are not eligible

Development Projects

Development of outdoor recreation facilities and support facilities for public enjoyment and use

Key point is public outdoor recreation

Development Projects

Eligible

- ✓ Ballfields
- ✓ Trails
- ✓ Splash pad
- ✓ Restroom

Ineligible

- X Gymnasium
- X Senior centers
- X Semi/professional
team arena

Renovation/Rehab Projects

Renovation/rehab of existing outdoor recreation facilities for public enjoyment and use

Renovation/Rehab Projects

Examples

Ballfields lighting replacement

Trail resurfacing from gravel to asphalt

Swimming pools converted to splash pad

Changing tennis court to skate park

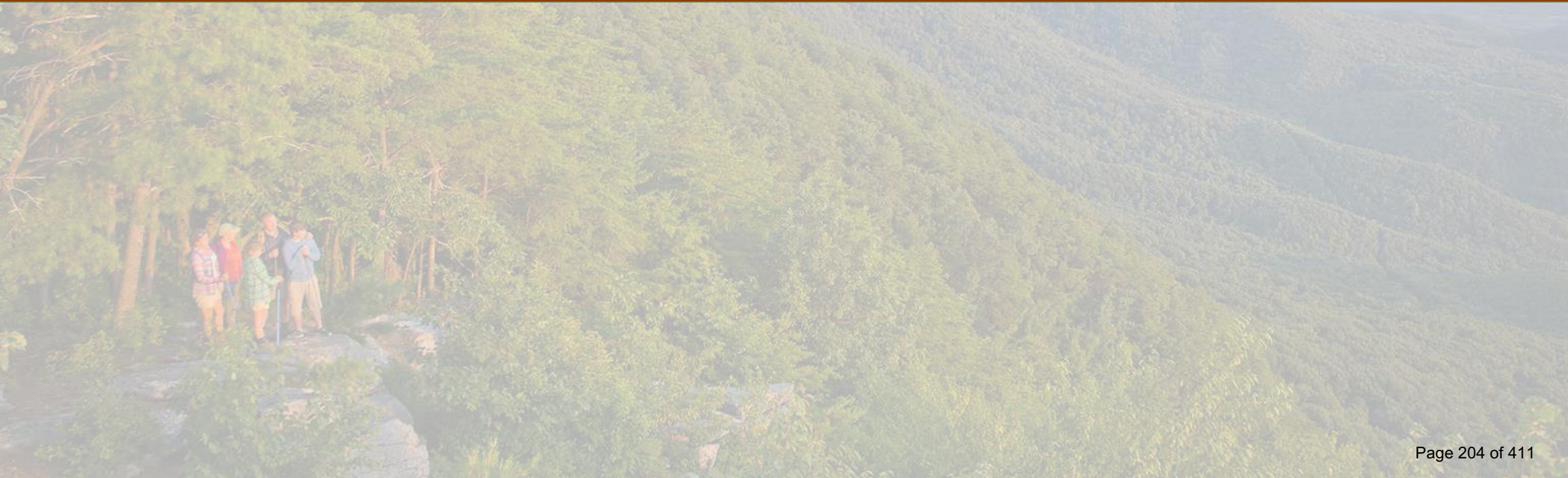
Project Types Summary



Give me your
ballfields, your splash
pads and ALL other
outdoor recreation
activities.



Funding



2020-2021 Available Funds

Appropriation by year

FY 2019- \$3.5 million

FY 2020- \$5.6 million

Total available **\$9.1 million**

Minimum and Maximum Funding

LWCF requires dollar for dollar match

Maximum award of **\$500,000**
equates to a \$1 million project
(new this year)

Minimum award of **\$25,000**
equates to \$50,000 project

Reimbursement

- Reimbursement program
- Grantees pay **100%** and submit request reimbursement of **50%** of eligible costs
- 10% of funding is withheld until the closeout process is complete

Ways to match the grant

- Applicant's cash and cash donations
- Applicant's in-kind labor, equipment rental, and materials
- Donations of labor from private organizations & individuals (professional services, materials, and equipment)
- Discounts recorded as donations (services, equipment rental, or materials)
- Items must be associated with the project

Examples of Ineligible Items

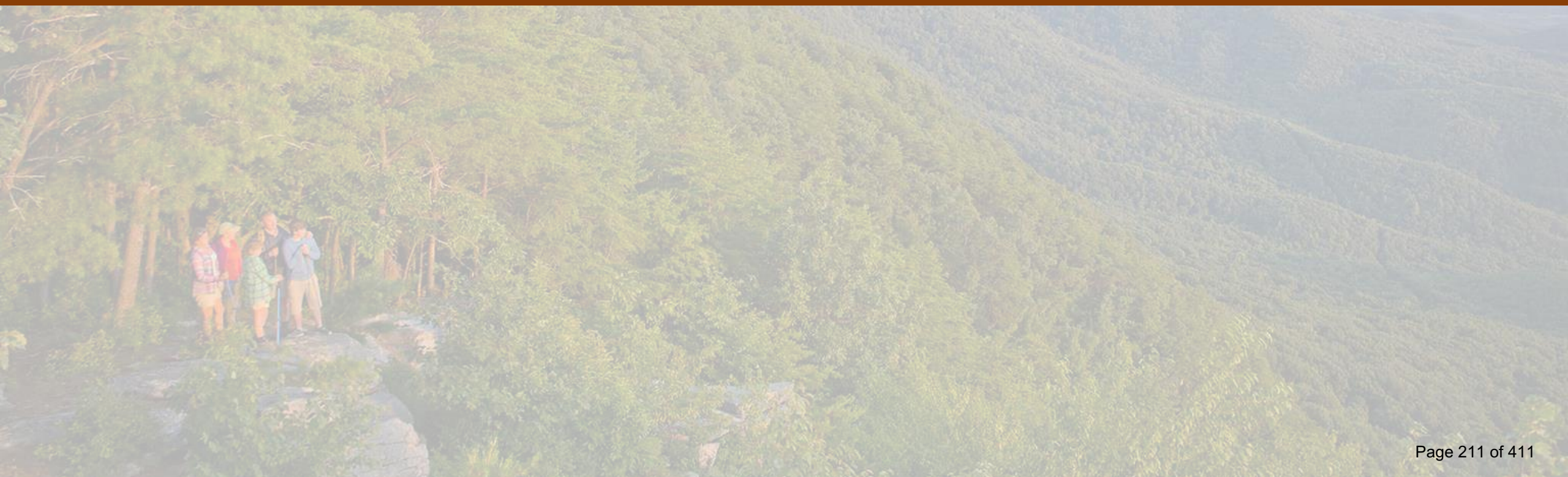
- Design only projects
- Purchase of heavy equipment
- Roads outside of the park boundary
- Indoor recreation facilities (gymnasiums)
- Consulting services and planning
- Equipment and large tool purchase
- Travel and Meals

Examples of Ineligible Items (con't)

- Incidental acquisition costs
- Items prior to full execution of the grant agreement
- Administrative costs
(office staff labor, facilities, overhead, etc.)
- Maintenance of equipment



The Pre-Application



The Pre-Application

- Serves as the basis for selecting projects that continue in the approval process
- Is comprised of grading criteria, which accumulate a total score
- The criteria are derived from findings in Georgia's Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Selected projects will be invited to submit a Second Level Application

The Pre-Application

Tips

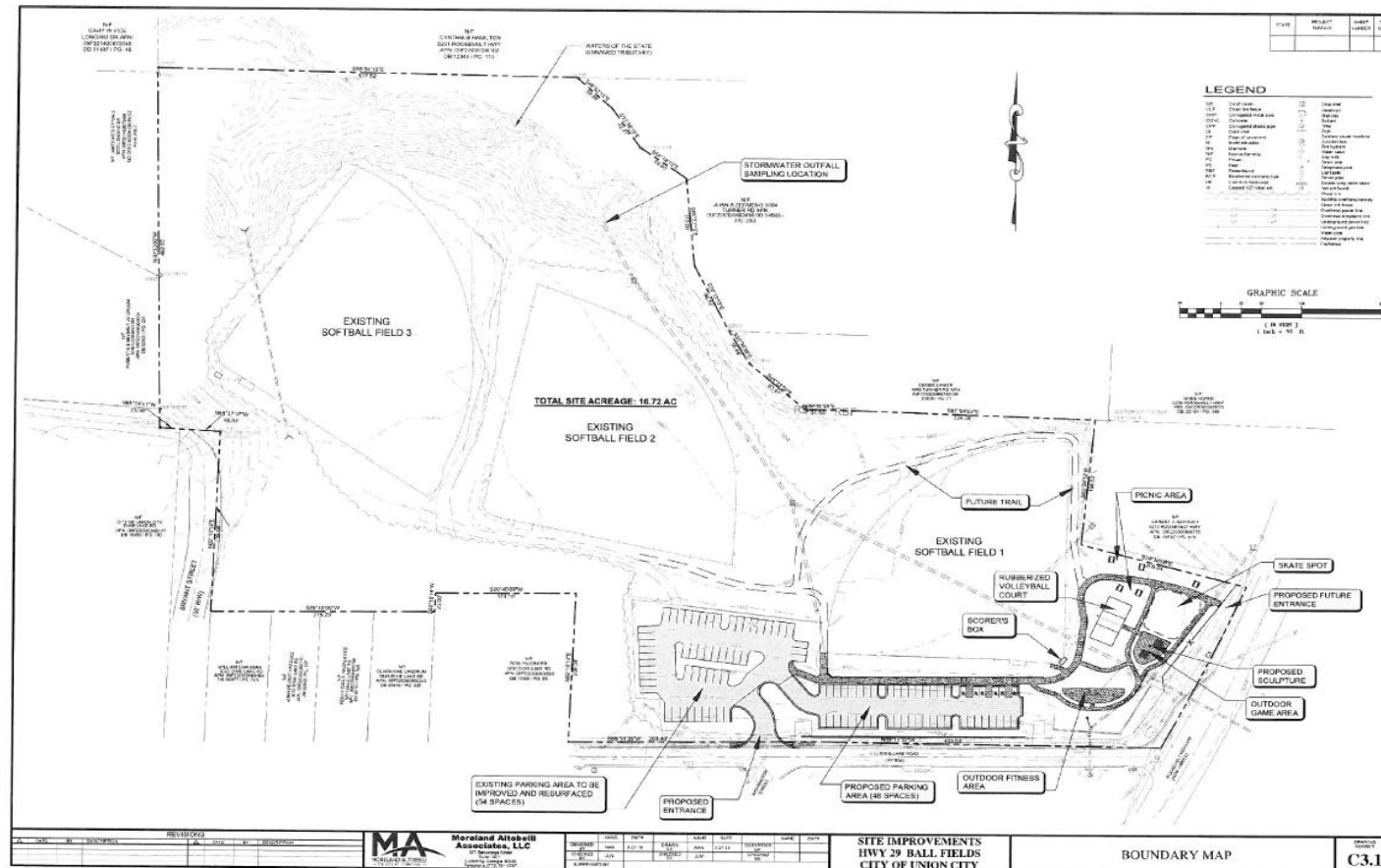
- Just because you don't answer/satisfy every criteria question does not mean the project will not be funded/denied.
- Using facts, not fluff results in a better-quality application.
- Being consistent throughout helps the reviewer understand your project.
- Understanding each question and clearly addressing it will result in greater points.
- We want you to be successful!

Pre-Application Requirements

- Transmittal Letter
- Current Resolution
- Site Map
- Boundary Map and/or legal description
- Location Map
- Narrative description
- Answers to criteria questions
- Budget/Cost estimate
- Any additional information (Comprehensive Plan, etc..)

Combination Site & Boundary Map

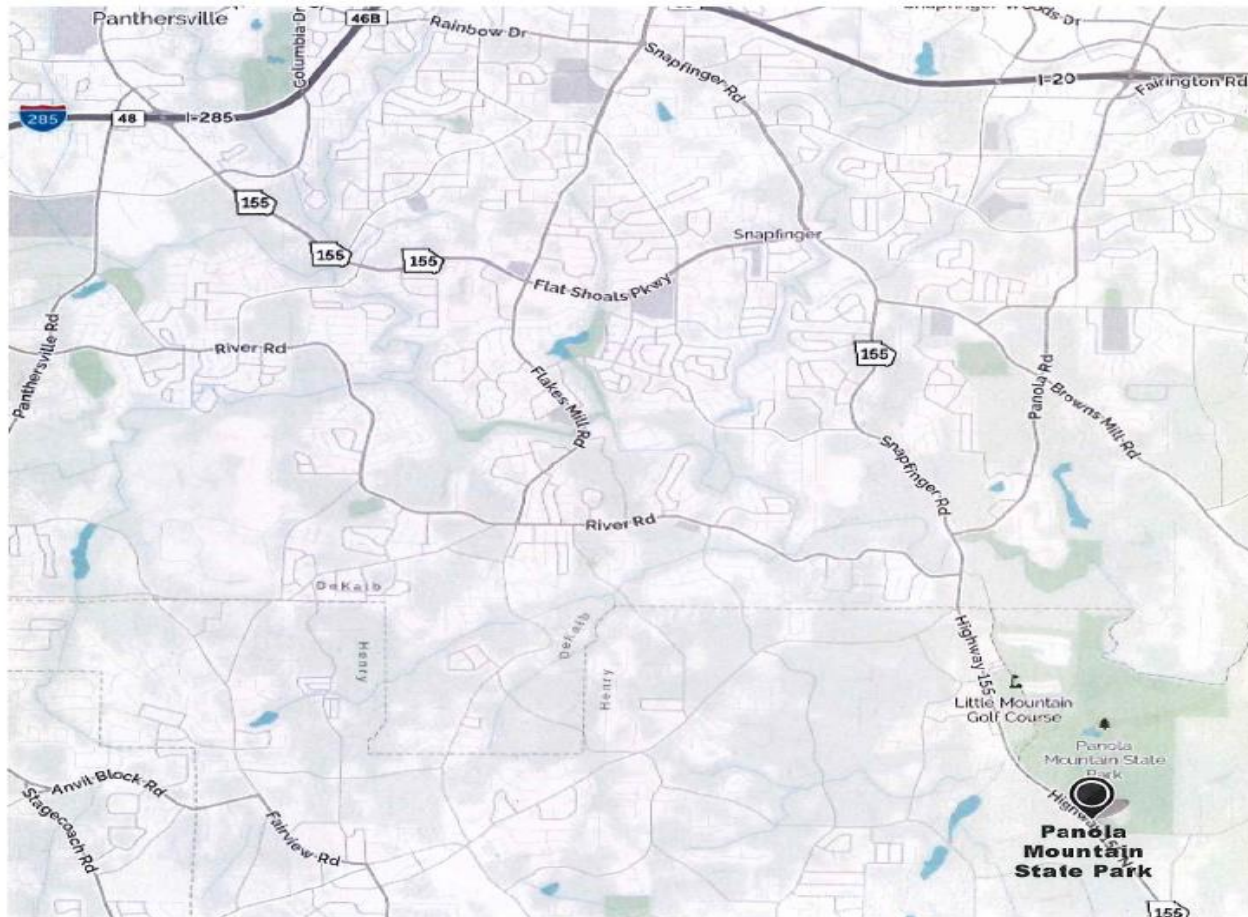
Purpose: identifies recreation facilities & boundary



- ✓ North arrow
- ✓ Meets & bounds
- ✓ Scale
- ✓ Date of completion
- ✓ Site name
- ✓ Ingress/egress
- ✓ Acres

Location Map

Purpose: to locate the site effectively



Include at least one major road.
(Interstate, State Hwy, park)

Narrative

Purpose: a quick reference of the project elements

- One page max
- Make reference to each item included in the project (all facilities, donations, volunteers, etc.)

Project Budget

- Include all eligible items in your budget
- For Second Level application, minor budget tweaks only
- After grant award, budget changes may require a formal amendment request to National Park Service
- Major budget changes may result in withdrawal of project (bait & switch)
- Be very conscious of this when creating the budget
- You must adhere to it

Cost Estimate

City Park- trail improvements and renovations

Trail renovations

Henderson Park:

Bridge/Boardwalk construction (Red Trail)	\$50,000.00
Trail improvements (steps, clearing, grading)	\$12,000.00
Trail improvements (site preparation – work groups/maintenance crews)	\$5,000.00

Kelly Cofer Park:

Bridge/Boardwalk construction	\$7,000.00
Trail improvements (clearing, grading)	\$5,000.00
Trail improvements (site preparation – work groups/maintenance crews)	\$5,000.00

Smoke Rise Park:

Bridge/Boardwalk improvements	\$8,000.00
Trail improvements (clearing, grading)	\$4,000.00
Trail improvements (site preparation – work groups/maintenance crews)	\$5,000.00

Benches	\$10,000.00
----------------	--------------------

Trash Receptacles	\$4,000.00
--------------------------	-------------------

Total budgeted costs:	\$100,000.00
------------------------------	---------------------

Total "in-kind" costs:	\$15,000.00
-------------------------------	--------------------

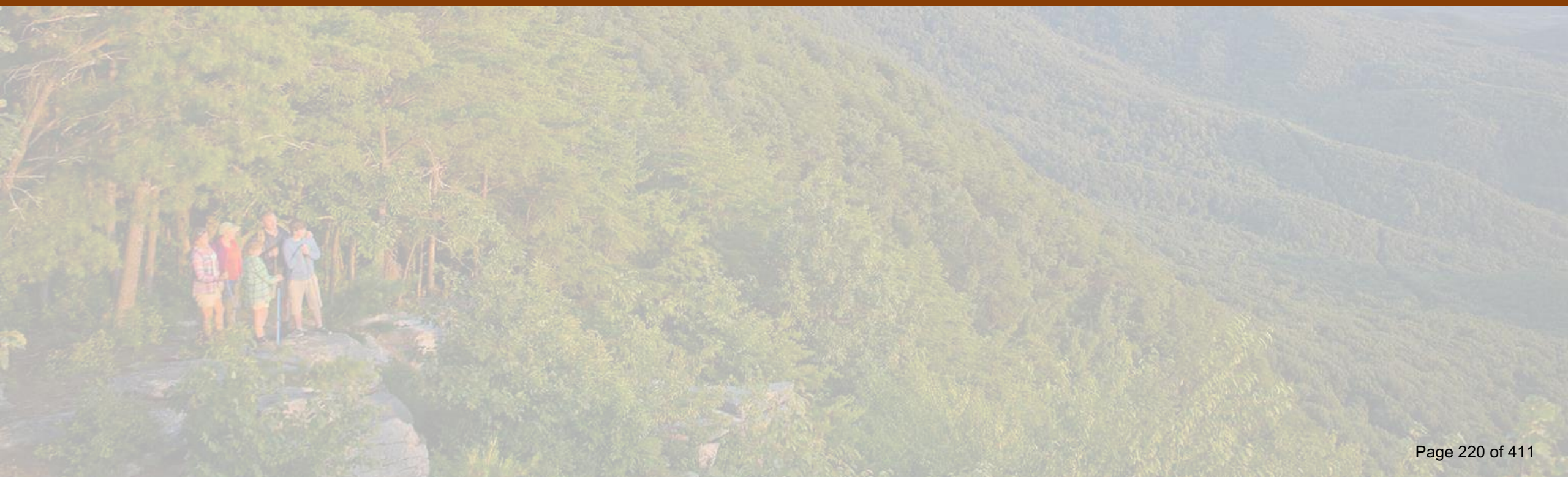
TOTAL Project Cost:	\$115,000.00
----------------------------	---------------------

Project Budget (con't)

- Make sure donations appear in budget sheet
- Itemize all your costs
- Engineering & Design capped at 10% of the total cost
- Round up or down to nearest thousand (75,000 vs. 75,352)



Criteria



Review Question

LWCF criteria questions are derived from what planning document?

Review Answer

LWCF criteria questions are derived from what planning document?

**Statewide Comprehensive Outdoor Recreation Plan
a.k.a. SCORP**

Administrative Criteria

Every applicant must address the 4 criteria in this section

- **Unresolved Issues**
Compliance issue, conversion, unresolved issue with Recreational Trails Program, on federal debarred list
- **LWCF Inspection History**
Inspection of previous grant sites
- **Open Grants /Unfinished Projects**
Active LWCF or Recreational Trails Program projects- delays in completing
- **Georgia HPD Site Review**
Completed and favorable review by Georgia Historic Preservation Division a.k.a. SHPO (state historic preservation office)

Planning Efforts

Every applicant must address the 8 criteria in this section

- **Adopted Land-Use Planning Efforts**

Policies, zoning, or land-use planning that specifically addresses recreation and conservation of natural resources.

Copy of the plan's cover page & relevant pages highlighted must be included

- **Economic Booster**

Current policies in place that encourage local contract work and/or resourcing materials from local businesses

Copy must be included in order to receive points

- **Self-Sufficiency**

Entrepreneurial and/or innovative ways to provide outdoor recreation services

- **Maintenance Plan**

Resolving past & current maintenance issues including budget shortages

Planning Efforts (con't)

Every applicant must address the 8 criteria in this section

- **Education**
Educating policy-makers, planners, practitioners, partners and/or the public to the importance and value of parks & recreation
- **Seeking Help with Challenges**
Describe collaboration efforts to gain assistance in dealing with recreation-related challenges
- **Conservation Partnerships**
Explain partnership with a conservation-based organization providing expertise, services, or financial support to preserve greenspace
- **Identifying Recreation Users**
Describe efforts to identify populations currently not using your existing recreation facilities & programming

Rehabilitation Projects- criteria questions

Skip if your project is development or acquisition

- **Rehabilitating an LWCF-funded Site**
Site has had past LWCF grant dollars
- **Rehabilitating Parks near People**
Project site is located near where people live and work A labeled map must be included
- **Rehabilitating Corridors**
Project is a trail that provides connectivity A labeled map must be included
- **Rehabilitation for Specific User Groups**
Project addresses insufficient recreation for specific user groups (think prior planning question)

Rehabilitation Projects- criteria questions

Skip if your project is development or acquisition

- **Nature of Rehabilitation**

Will project replace obsolete facilities; convert to new design standards; expand current level of use; etc.

- **Rehabilitation to Eliminate Barriers**

Describe the barriers that discourage park use & how the proposed project will address the barrier

- **Environmentally-Sensitive Design**

Project design is responsive to the environment and user experience. A copy of design must be included to earn points.

Development Projects- criteria questions

Skip if your project is renovation or acquisition

- **Type of Recreation**

Describe the types of recreational opportunities that this development project will provide.

- **Developing Parks near People**

Project site is located near where people live and work A labeled map must be included

- **Developing Corridors**

Project is a trail that provides connectivity A labeled map must be included

Development Projects- criteria questions

Skip if your project is renovation or acquisition

- **Development for Specific User Groups**

Project addresses insufficient recreation for specific user groups (think prior planning question)

- **Development to Eliminate Barriers**

Describe how project will address barriers

- **Environmentally-Sensitive Design**

Project design is responsive to the environment and user experience

Copy of design must be included to earn points

Acquisition criteria questions

Skip if your project is renovation or development

- **Conservation Values**

Describe why this land needs to be purchased

Include a map that indicates the parcel/tract being acquired.

- **Recreation Areas**

Describe the acquisition in terms of expanding an existing LWCF site; expanding an existing non-LWCF site; establish a new park site; and/or secure an in-holding

- **Acquiring Land for Parks near People**

Is acquisition near where people live and work

A labeled map must be included in order to earn points

- **Purchasing Corridors**

Is acquisition for a trails system that would increase connectivity

A labeled map must be included in order to earn points

Partnership Development criteria questions

Every applicant must address the 3 criteria in this section

- **Number of Financial Partners**

Letter from each partner describing their commitment
(volunteer hours, donation of cash or materials, or professional services)
Letters of support do not constitute a financial commitment

- **Types of Partners**

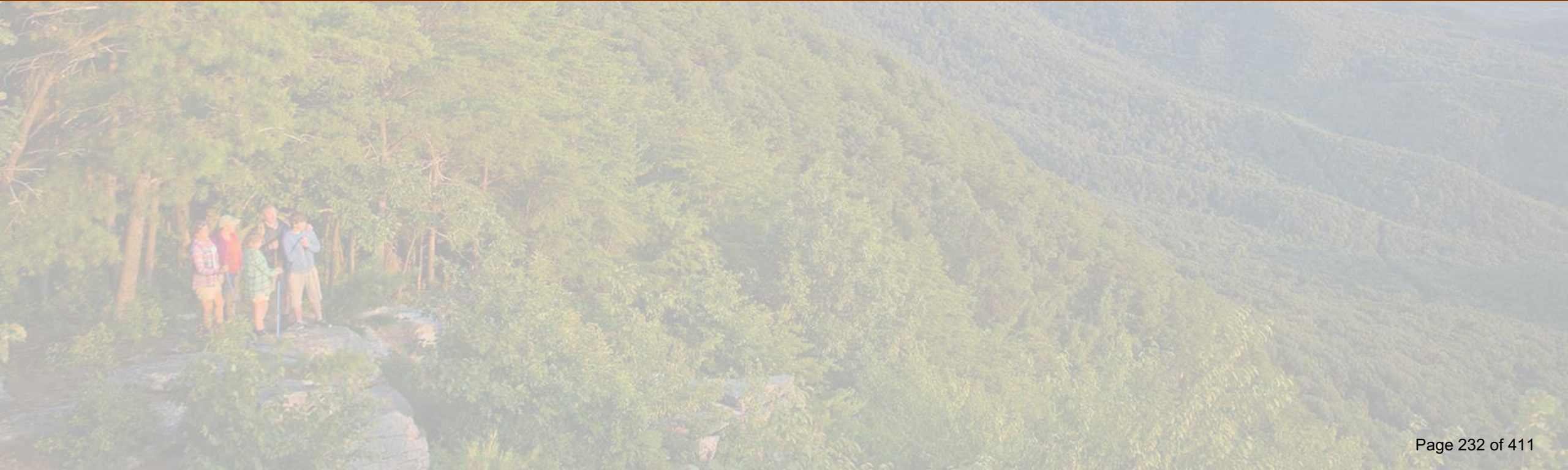
Describe type of partners listed in question above & their core mission
(business, volunteer group, local government, etc.)

- **Alternative Funding Sources**

Describe efforts made to secure alternative funding sources other than the LWCF grant
(foundation grants, SPLOST, business, industry, etc.)



The Second-Level Application



The Second-Level Application

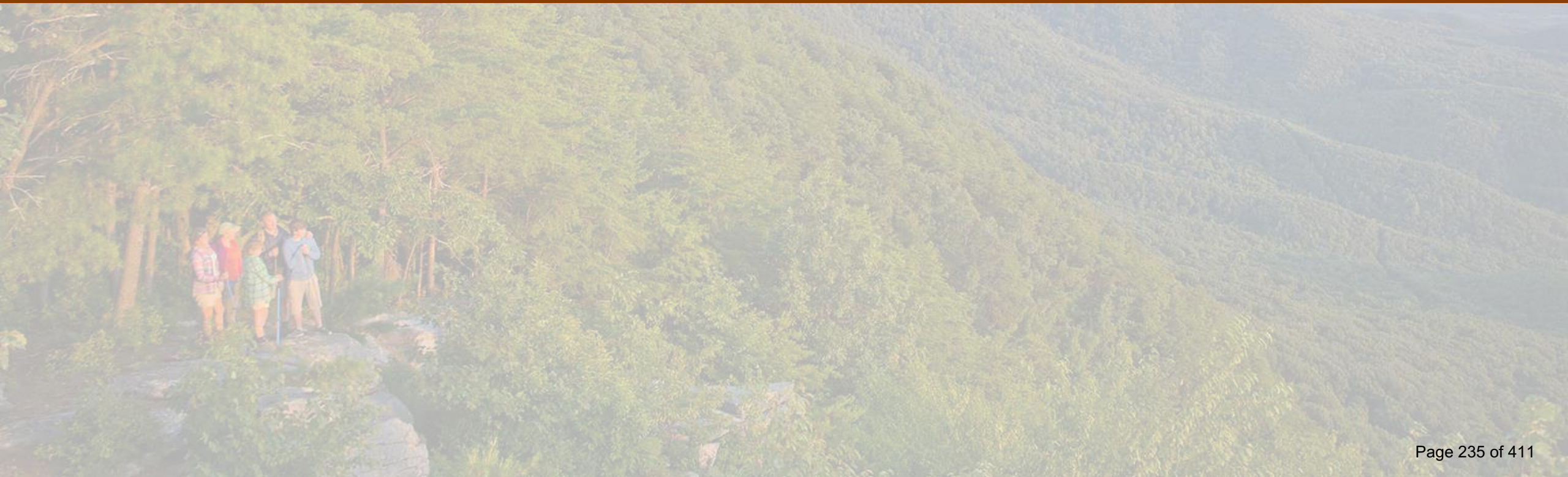
- Formatting information for National Park Service review & approval
- Boundary Map finalized
- Budget/Cost estimate tweaked
- Pre-award inspection completed
- Environmental Review Documents
 - Applicant to comply with NEPA review requirements
 - Agency reviews to be completed by GADNR on behalf of the applicant:
 - Wildlife Resources Division (WRD) Review
 - Historic Preservation Division (HPD) Section 106 Review, if not completed
 - Georgia Department of Transportation (GDOT) Review
 - Floodplain Encroachment Review (EPD) Review
 - United States Fish and Wildlife (USFW) Review

Independent Appraisal Review

- All appraisals are subject to an independent appraisal review **for applicants who are invited to the second-level application stage only**
- This is required to determine fair market value
- Appraisals will be sent to DNR & forwarded to reviewer on behalf of the Applicant
- Costs for the independent review is the responsibility of the Applicant and is not eligible for reimbursement.



Agreement and Project Launch

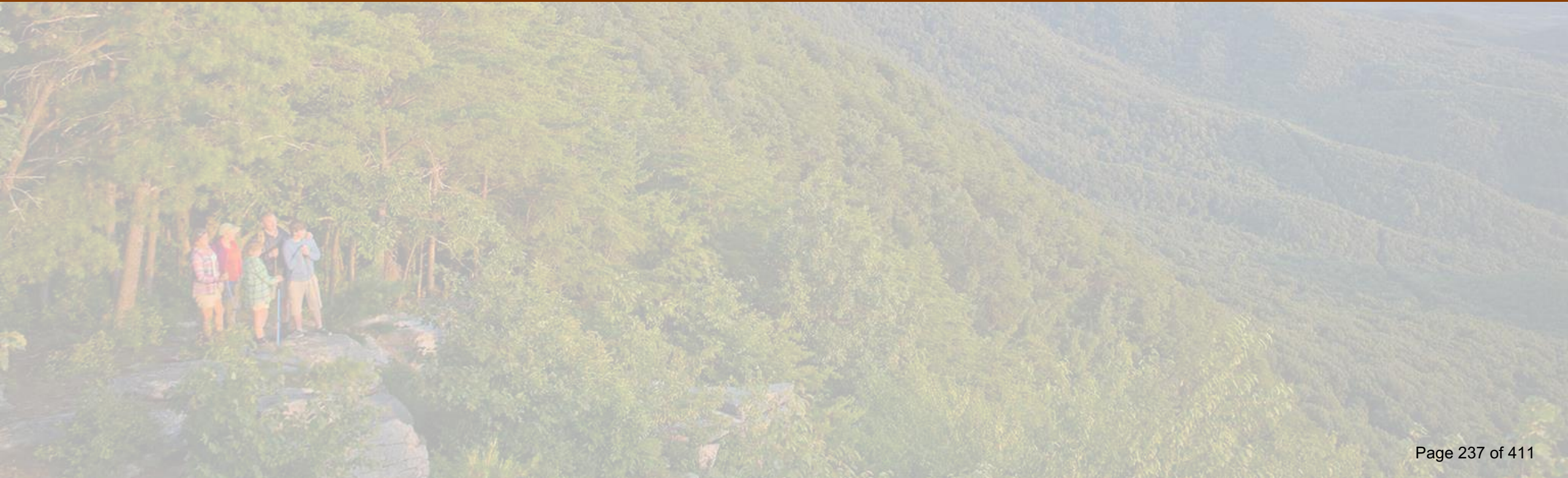


After application is approved by NPS

- Attend a mandatory financial work session prior to starting construction
- Reimbursement process will be covered in depth
- 24 months to complete project
- Submit quarterly reports
- Record **'notice of limitation of use'** on property



Close Out and Post-Completion



Close Out

- **Close out must occur within 30 days of project completion**
 - **Submit final reimbursement request**
- **DNR review all reimbursement documents & file including 'notice of limitation of use'**
 - **DNR completes final inspection**
 - **Appropriate acknowledgement signage**
 - **Approval to close from National Park Service**
 - **Final grant dollars released**

Perpetual obligations after grant closure

- Acquisition projects must be developed within 3 years of acquisition
- Property must be properly maintained and kept inviting to the public
- Property must be kept available for outdoor recreation in perpetuity
- Yes, that means FOR-EV-ER!

Trivia Question

What county was the first LWCF local grant awarded to?

Trivia Question

What county was the first LWCF local grant awarded to?

**Putnam County
Oconee Springs Park
1966**

LWCF Educational Webinar

A copy of this presentation will be available at
www.gadnr.org/grants



Land & Water Conservation Fund (LWCF) Educational Webinar

Questions?

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Georgia Outdoor Stewardship Program (GOSP) Educational Workshop

June 2, 2020

Taylor Brown
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404-463-8601

Rob Stokes
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Deja Horton-Adams
Grants Admin Assistant
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404-656-6531

Notable Items

- Are you the main point of contact? Will you be the one completing the applications?
- The GOSP rules, forms, and program manual are available at: www.gadnr.org/grants.
- This is a long process. Agreements are anticipated to be signed this time next year!
- This workshop does not cover all applicant responsibilities. Always refer to the manual.
- GOSP, GOSA, and Conserve Georgia are interchangeable terms.

GOSA Mission

Coordinate and administer funding to provide stewardship for state parks, state lands and wildlife management areas; support local parks and trails; and protect critical conservation land.

GOSP Background

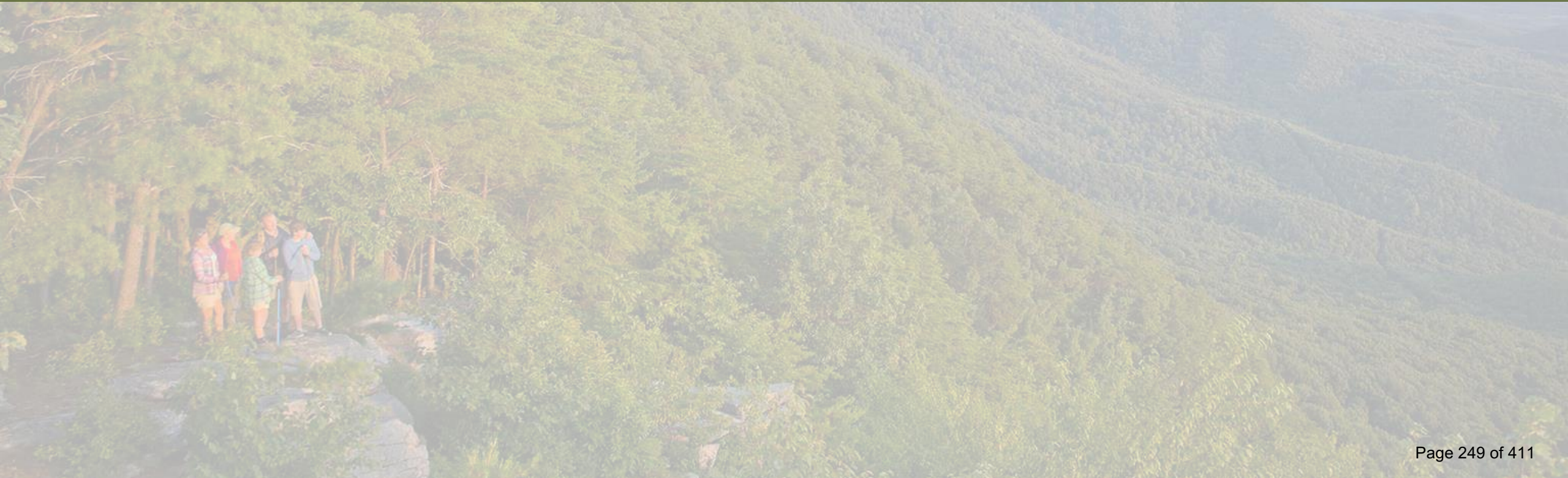
- For close to two decades, Partners and Non-Governmental Organizations sought after a funding mechanism, dedicated to securing the future of our critical natural resources.
- During the 2018 general election, GOSA (Georgia Outdoor Stewardship Act) was passed by voters with 83% voter approval.
- The Georgia Outdoor Stewardship Program became active on July 1, 2019, ushering in the inaugural 2019-2020 funding cycle.

Where Does GOSP Funding Come From?

- GOSA is funded from the state portion of sales and use taxes from sporting goods stores collected on outdoor recreation equipment.
- The actual amount for each cycle will be influenced by actual tax receipts from the previous year.
- Allocations for each funding pool (Local Parks and Trails of Regional Significance, State Stewardship, and State Acquisition) will be determined by the Board of Trustees during the project approval period.



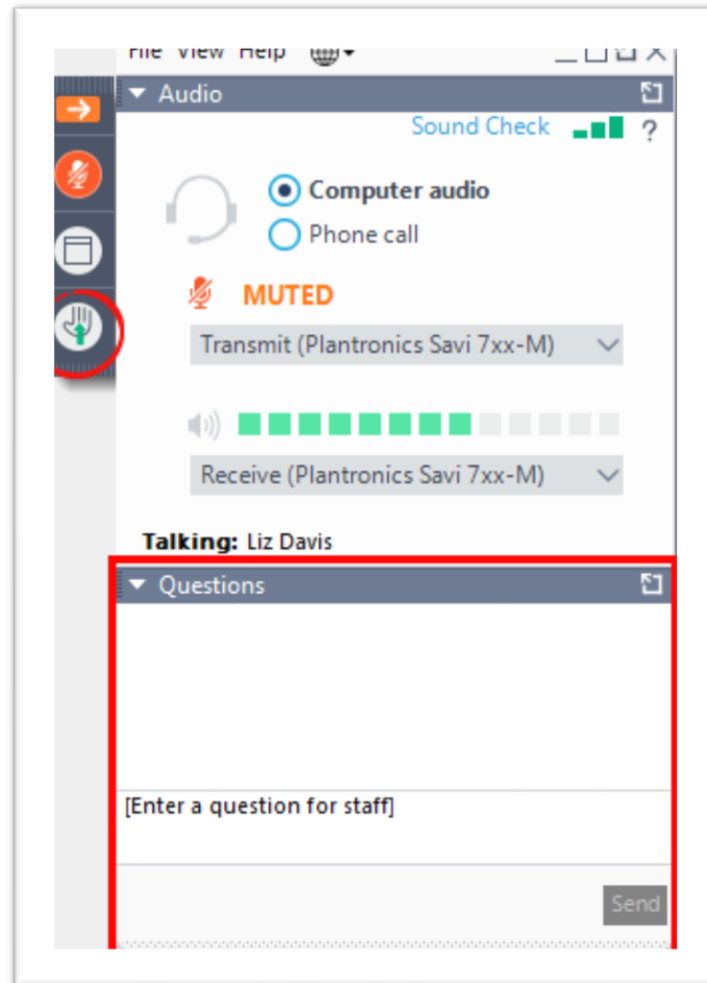
GOSP Terms



Frequently Used Terms in GOSP

- “Natural-resource recreation” means recreation in the form of boating, hiking, camping, fishing, hunting, jogging, biking, walking or similar outdoor activities.
 - **These examples are taken straight from the GOSA statute.**
- “Stewardship” is defined as maintenance, restoration, or improvement projects.
- “Regional Significance” can be defined as serving a greater community beyond the local area, adding value to neighboring or distant communities, adding to or enhancing Georgia’s state-wide resources, or impacting economic growth beyond the project’s host community.

Pause for Questions

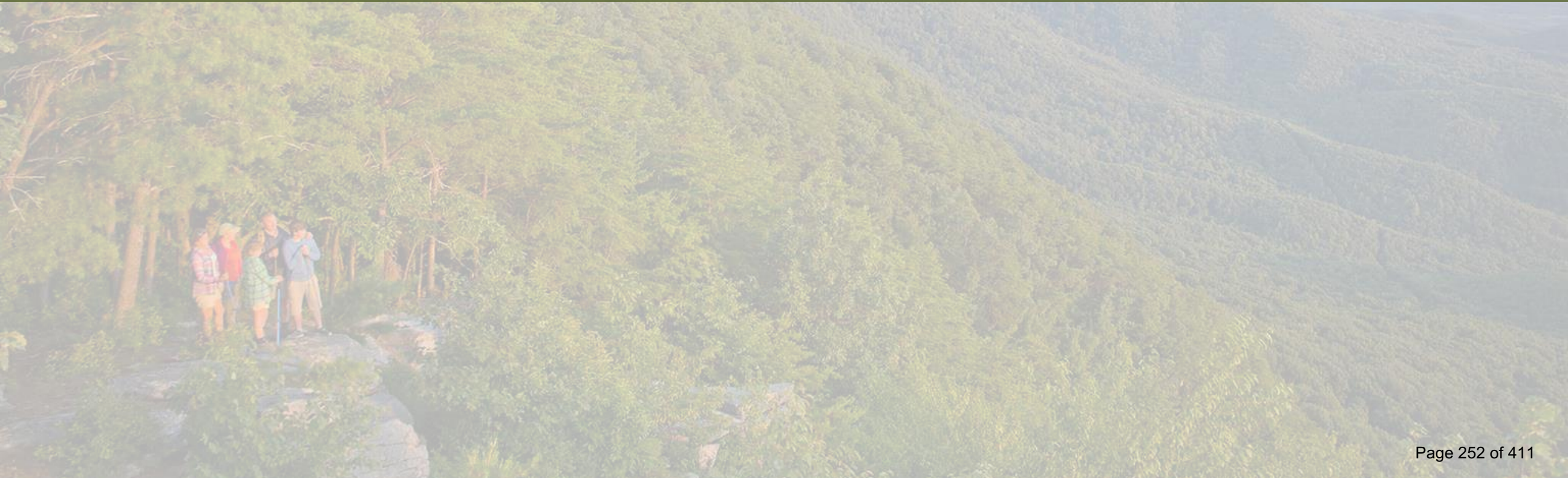


Your Participation

- Please continue to submit your text questions and comments using the Questions panel
- Please raise your hand to be unmuted for verbal questions.



GOSP Structure



The GOSP Board of Trustees

- Accepts, evaluates, and approves project proposals in accordance with priorities established by the GOSA legislation and priorities established by the Board of Trustees.
- Projects approved by the Board of Trustees are then reviewed for approval by the Board of Natural Resources and the appropriations subcommittees maintaining oversight authority over GADNR and GEFA.

The GOSP Board of Trustees

The Board of Trustees consists of 11 members as follows:

Voting Members

- The Commissioner of the Georgia Department of Natural Resources (Chairperson of the Board)
- The Director of the State Forestry Commission
- The Director of the Environmental Protection Division (EPD) of the Department of Natural Resources
- The Commissioner of Transportation
- Two members appointed by the Speaker of the House of Representatives
- Two members appointed by the President of the Senate

Ex Officio, Nonvoting Members

- The director of the DNR Coastal Resources Division
- The director of the DNR Wildlife Resources Division
- The director of DNR State Parks and Cultural Resources Division

GOSP FY 2020-2021 Grant Cycle Timeline

June 2 – June 25: Webinar –
based Formal Workshops
are conducted

August 1, 2020 – October
16, 2020: Pre-application
Period is open

October 17– December 31,
2020: Applications are
reviewed

January - Spring 2021:
Proposals are approved, and
2nd Level Application
invitations are sent to
prospective Grantees

May 30, 2021: 2nd Level
Applications are due.

Projects begin after
attending a Financial
Workshop and mutually
signing a Project
Agreement – Summer 2021

Minimum and Maximum Funding

Local parks and trails projects have a \$500,000 minimum and a \$3,000,000 maximum funding threshold.

Loans are also available to interested Applicants

There is no minimum or maximum amounts for State Stewardship or State Acquisition projects.

Match, Reimbursement, and Term

- Grantees pay for 100% of the total project cost and then submit for reimbursement of 75% of eligible costs.
- Applicants must provide at least 25% of the total project cost as match.
- Final 25% of funding is held in retainage.
- Projects must be completed within 24 months of an executed project agreement

Who Can Apply?

- All Qualified Local Governments
- Constituted Recreation Authorities
- State Agencies
- Nongovernmental Entities

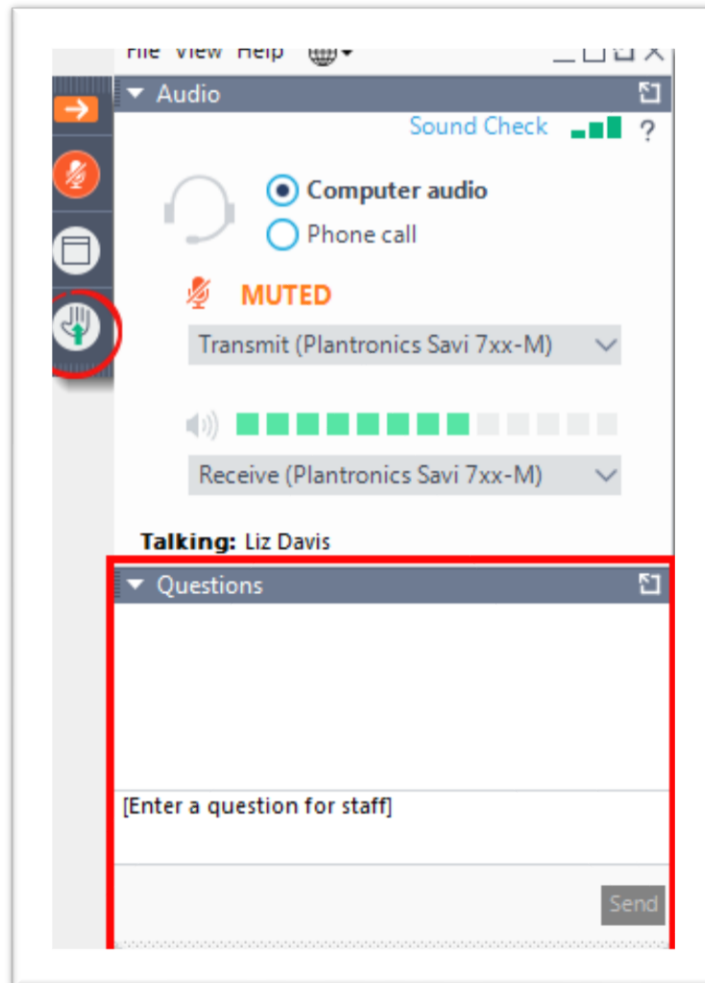
Nongovernmental Entities

Any nonprofit organizations registered with the Secretary of State's office, **primarily concerned** with the protection and conservation of land and natural resources, as evidenced by its organizational documents.

Ineligibility

- Applicants that have active or previously awarded grants through the Georgia Department of Natural Resources (GADNR) which are currently deemed inactive by the Department.
- Entities not in good standing with the Department of Community Affairs (DCA).

Pause for Questions

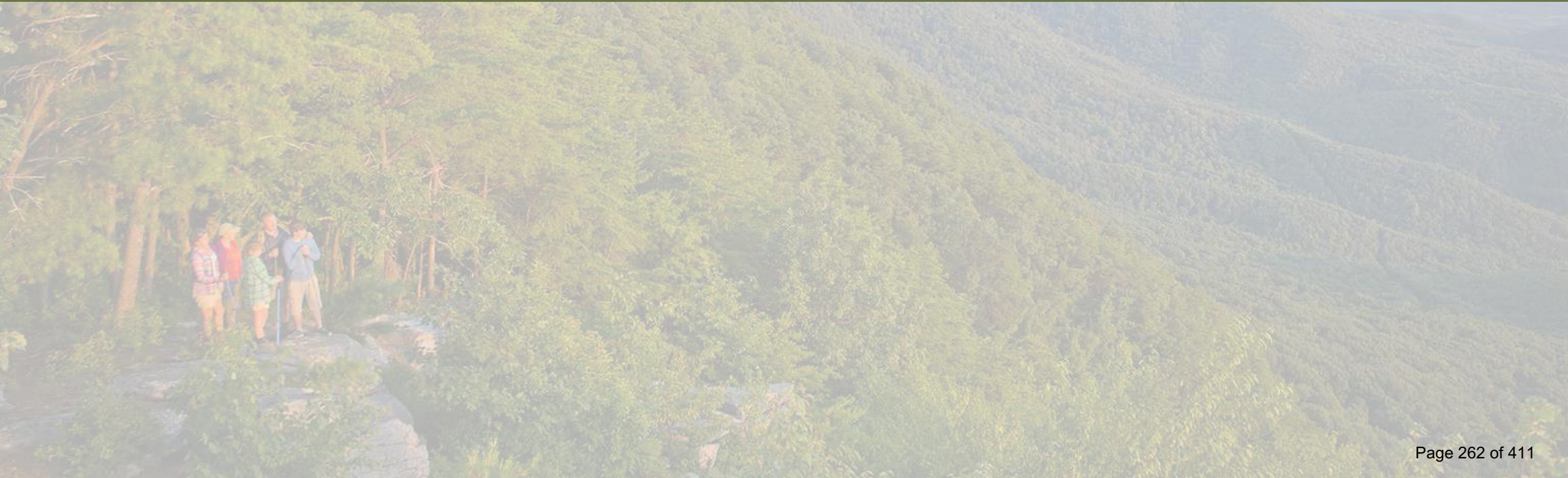


Your Participation

- Please continue to submit your text questions and comments using the Questions panel
- Please raise your hand to be unmuted for verbal questions.



Project Types



Project Selection

Applicants may only submit **ONE** proposal per cycle but may submit in subsequent cycles.

Applicants may also submit a Land and Water Conservation Fund (LWCF) project, although neither can be dependent upon the other's approval.

Project Funding Types

- Local Parks and Trails of State and Regional Significance
- State Stewardship
- State Acquisition

Local Trails and Parks of Regional Significance

Available to **local governments, constituted recreation authorities, and nongovernmental entities** for:

- Acquisitions of property, to include conservation easements
- Local stewardship funding for maintenance, restoration or improvement projects
- **Combination projects** that involve both the acquisition of land,, lease, or conservation easement purchase, **AND** a maintenance, restoration or improvement project.

State Stewardship

State of Georgia agencies and nongovernmental entities only.

These entities may apply for maintenance, restoration or improvement projects to enhance public access, use or safe enjoyment of permanently protected conservation land and current State-owned parks.

Local governments and constituted recreation authorities MAY NOT apply for State Stewardship grants.

State Acquisition

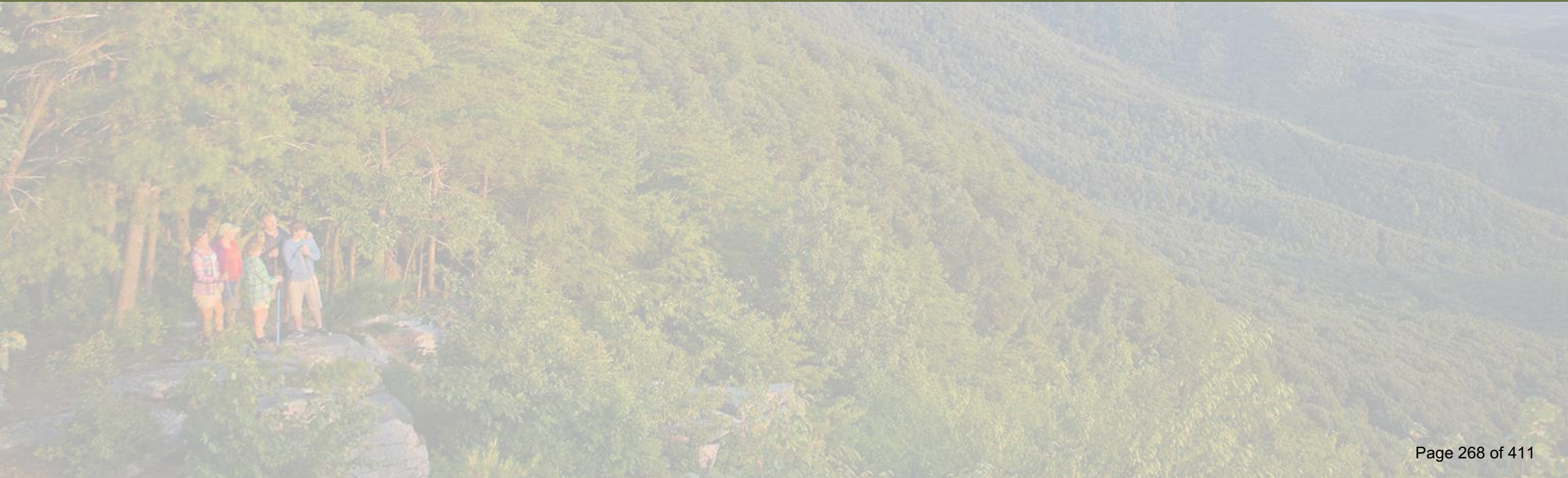
State of Georgia agencies and nongovernmental entities only may apply for either of the two distinct projects below:

- Acquisitions of property, to include conservation easements
- **Combination projects** that involve both the acquisition of land, either through fee-simple or conservation easement purchases, **AND** a maintenance, restoration or improvement project.

Local governments and constituted recreation authorities MAY NOT apply for State Acquisition grants.



GOSP Fundamentals



Eligible Match Items

- Engineering, planning, environmental reviews, and grant writing within 18 months of the anticipated agreement date, limited to 10% of the total project.
- Applicant direct expenses
- Funds secured via external grant
(must be available at the time of application **OR** supported by a resolution securing alternate funding.)

Eligible Match Items

- Discounts for services, equipment rental, or materials (must be recorded as a donation)
- In-kind labor, volunteers, and materials provided by the Applicant or from private entities
 - In-kind or donations of unskilled labor hours are capped at \$11.40 / hour.
 - Skilled labor must use the Georgia **Median Hourly Wage** standards for the most comparable occupation identified on the U.S. Bureau of Labor Statistics site (https://www.bls.gov/oes/current/oes_ga.htm).

Match Exercise

What items are you considering to submit as your match?

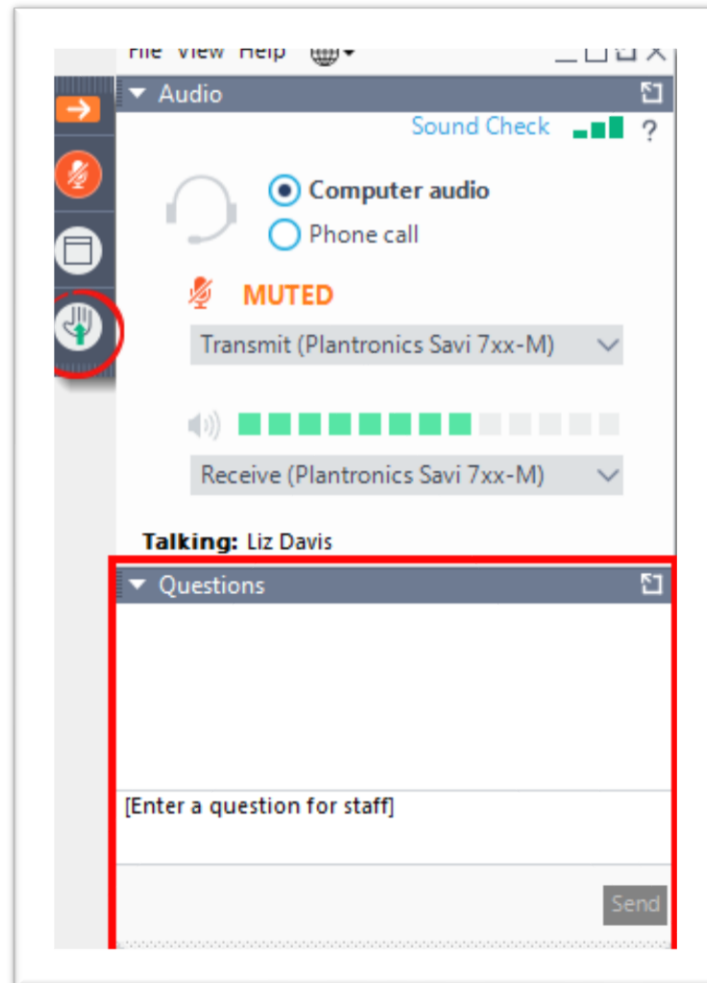
Eligible Reimbursement Items

- Expenses directly related to the acquisition of Real Property, Leases, or Conservation Easements
 - Purchase Cost (**Must not exceed highest appraised FMV**)
 - Independent appraisal reviews as required by GADNR
 - Legal fees directly associated with the conveyance of real property or conservation easements
 - Environmental reviews
- Permits
- Equipment rental costs
- Direct Materials and purchases
- Contractual services directly related to the project scope

Examples of Ineligible Match or Reimbursement Items

- Consulting services (except grant writing as defined previously)
- Indirect / incidental costs
- Large equipment and tool purchase
- Travel and meals
- Grand openings
- Items paid for outside of the project agreement dates
- Administrative costs (office staff labor, facilities, overhead, etc.)
- Maintenance of equipment

Pause for Questions

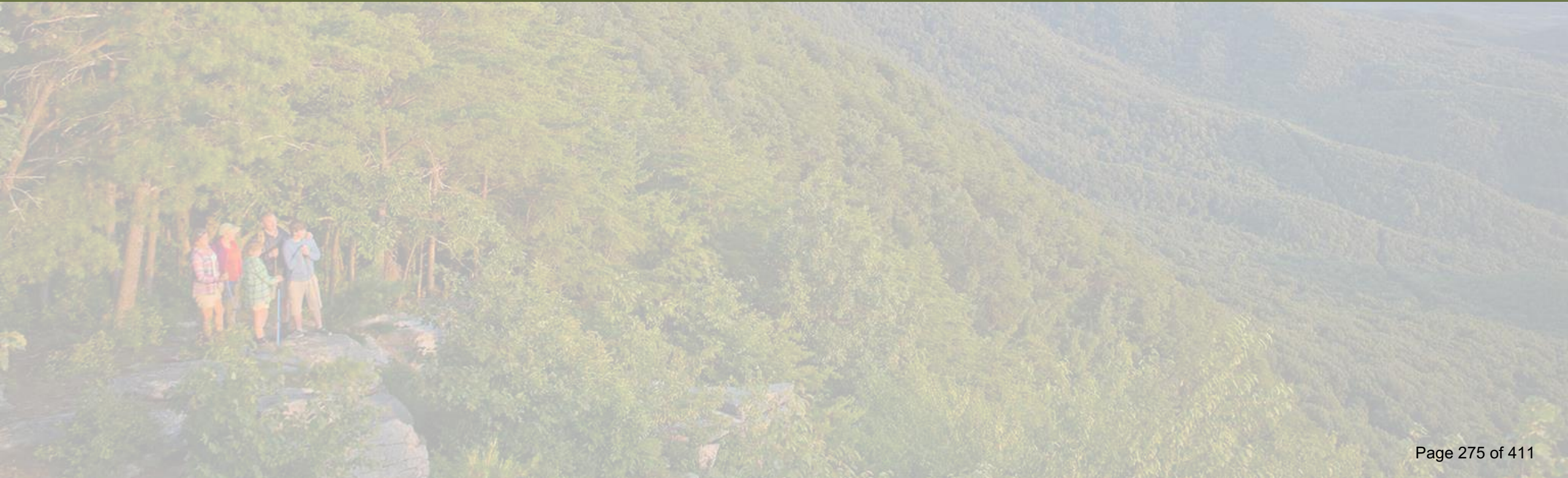


Your Participation

- Please continue to submit your text questions and comments using the Questions panel
- Please raise your hand to be unmuted for verbal questions.



The Pre-Application



Grant Application Poll

Have you ever completed and submitted a grant application in the past?

The Online Application Process

- 100% online process
- Access available at www.gadnr.org/grants
- A YouTube tutorial link, helping you navigate our applications, will be available very soon at: www.gadnr.org/grants

The Pre-Application

- The Pre-Application is the initial stage of the competitive application process.
- Serves as the basis for selecting which projects advance towards approval.
- It is fundamentally comprised of weighted grading criteria, which accumulate a total score.
- Selected projects will be invited to submit a Second Level Application.

Effective Narratives

- Have the manual open while completing the narratives.
 - Many questions have qualifying elements (monetary value of support, core missions of conservation, etc.).
- Make it easy for the Reviewer to measure the impact of your project. Many questions are graded relative to your competitors' narratives.

Effective Narratives

- Use facts, not fluff. Save most of the public support/need discussion for those specific questions.
- Clearly differentiate between elements to be funded vs. existing elements.
- Focus on the benefits of THIS project vs. how this project will improve associated/existing amenities.

Criteria Question Tutorial

- The first 11 questions are for all Applicants.
 - The project type prompts remaining questions relative to you.
- Understand what each question is asking and clearly address it.
- Use the criteria as your guide. Think very critically about POTENTIAL project elements.
- Not answering “Yes” to every question doesn’t mean you will score poorly
- Some questions are objective, whereas others are subjective.

Objective Criteria Question Examples

Question 1 – Matching Funds

Max Points	10 points
Criteria Question	Can you provide matching funds greater than 25% of the total project?
Scoring Metric	< 25.0% = ineligible 25.0% = 0 points 25.1% - 34.9% = 2 point 35.0% - 49.9% = 4 points 50.0% - 64.9% = 6 points 65.0% - 74.9% = 8 points ≥ 75.0% = 10 points

Objective Criteria Question Examples

Question 5 – Recreational Opportunity

MAX POINTS **25 POINTS**

Criteria Question Will this project provide nature-based recreational opportunities?

Criteria Details Applicant must list all nature-based outdoor recreation opportunities (hunting, fishing, hiking, biking, boating, camping, wildlife viewing, etc.) provided by the acquisition or development of this property.

Required Documents Map or other document showing the availability of all listed activities. (i.e. If applicant lists “camping” as an activity, applicant should mark the campsite on the property)

Scoring Metric Applicant will receive 5 points for each activity, for up to 25 points total.

- ☐ Hunting
- ☐ Fishing
- ☐ Hiking
- ☐ Biking
- ☐ Boating/canoeing/kayaking
- ☐ Camping
- ☐ Wildlife viewing
- ☐ Other
- ☐ None

Subjective Criteria Question Examples

Question 5 – Cultural and Historical Value

Max Points	10 points
Criteria Question	Does this project include the acquisition or stewardship of land with a cultural or historical value?
Criteria Details	Applicant must demonstrate how the property has local, regional or state-wide cultural and/or historical value and describe how this project adds to or enriches that value.
Scoring Metric	Applicant will be awarded up to 10 points based off the property's historical and cultural value, which may also be supported by provided documentation.

Subjective Criteria Question Examples

Question 8 – Project Impact

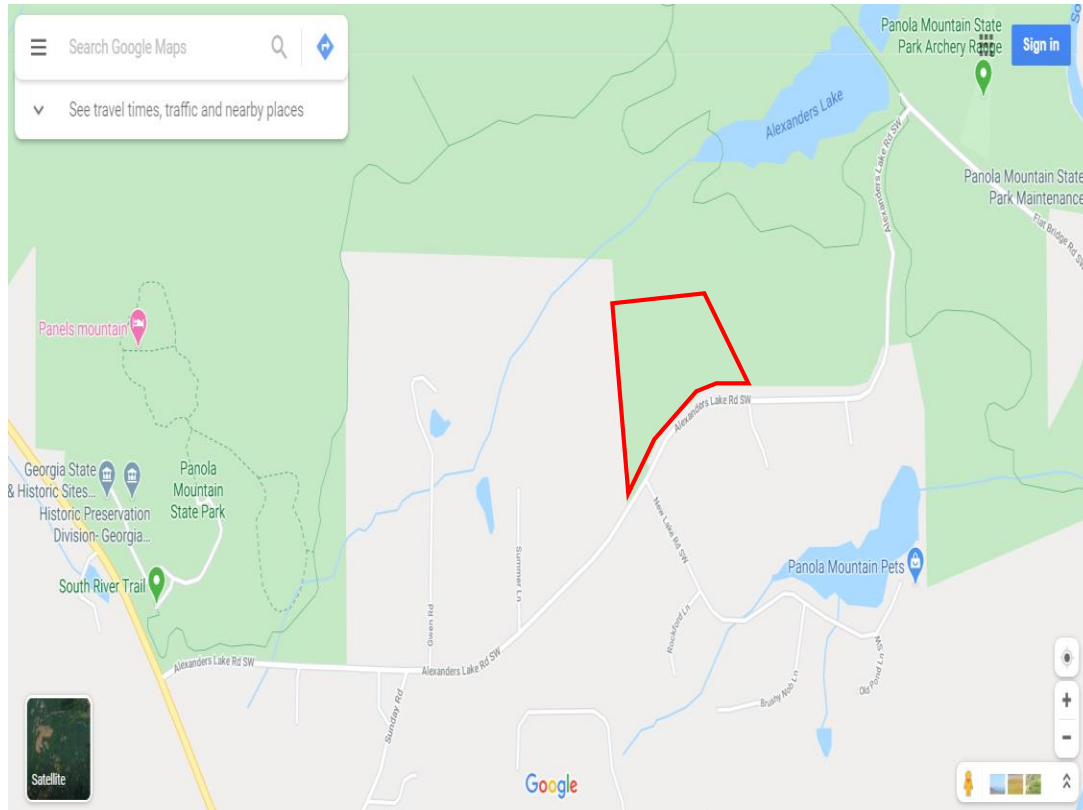
Max Points	25 points
Criteria Question	Is this project regionally significant?
Criteria Details	Applicant must demonstrate how this project serves a greater community beyond the local area; provides value to neighboring or distant communities; or adds or enhances Georgia's state-wide resources beyond the host community.
Scoring Metric	Applicant will be awarded points based off the project's regional significance as demonstrated through the provided narrative.

Additional Requirements of All Applicants

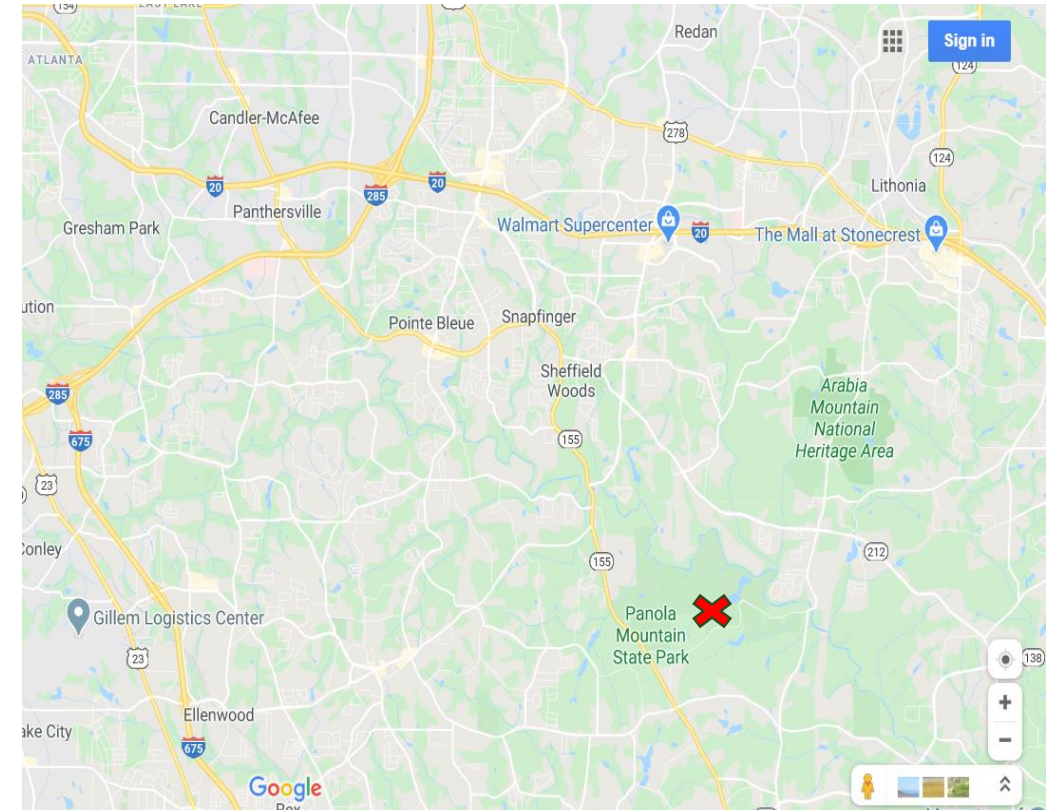
- Pre-Application Cover Letter
- Preliminary Site Plan / Conceptual Plan
- Project Boundary map
- Property Location Map
- **Generalized** cost estimate/Project Budget

Boundary and Location Maps

Boundary Map



Location Map



Additional Requirements of All Applicants

- A resolution adopted by the governing entity of the applicant authorizing the application and committing all necessary funds
- Current copy of the lease or conservation easement if applicable
- Signed statement from landowner expressing support if applicable
- Two Appraisals (Acquisition only and subject to a reimbursable independent review)

Project Budget – All Applicants

- **Must utilize the form on our website: www.gadnr.org/grants.**
- Include everything in your budget. Only included eligible items.
- Should be **generalized, but still comprehensive**, in the Pre-Application.
- You must adhere to your budget. All project items must be completed to successfully close out your project and receive your retainage.
- **Budget changes may require a formal amendment request or completion of a new application – Consider changes carefully!**

Understanding the Project Budget Worksheet

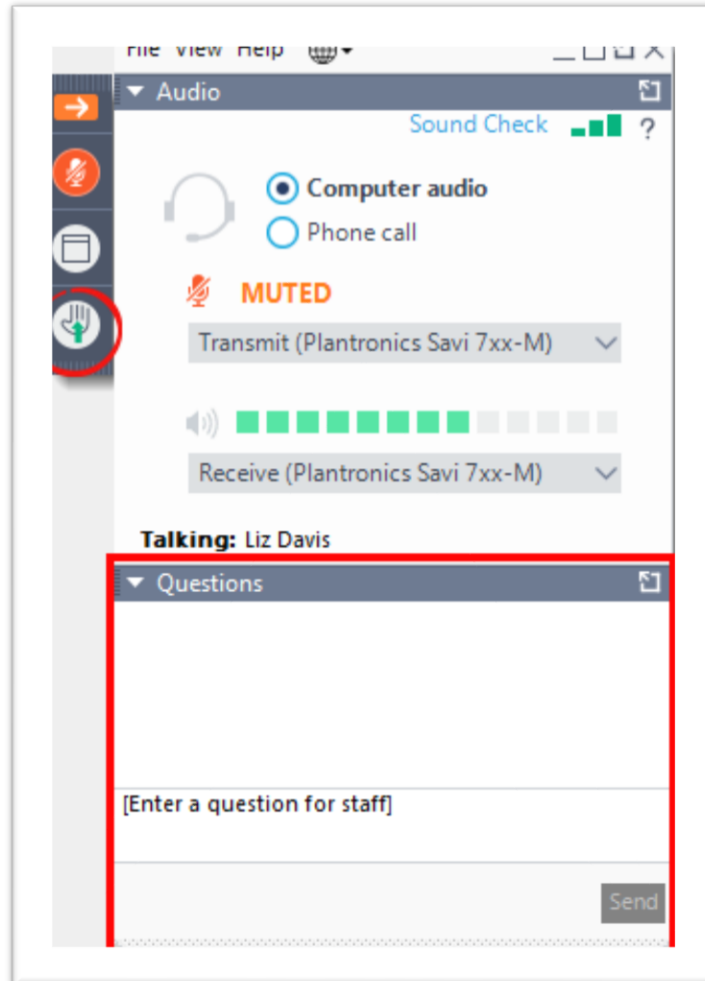
GEORGIA OUTDOOR STEWARDSHIP PROGRAM				
DEPARTMENT OF NATURAL RESOURCES				
PROJECT BUDGET WORKSHEET				
Grantee:				
Project Name:				
Project #:		Date:		
Project History				
Total Project Amount:		Project Agreement Date		
Total Funding Approved:		Project Agreement Expiration		
Total Match Commitment:				

Catagory Number	Description (include units in Description where possible)	Cash Match	In-Kind Match	Requested Funding
1				
2				
3				
4				
5				

98				
99				
100				
TOTALS		\$0.00	\$0.00	\$0.00
GRAND TOTAL		\$0.00		

Volunteers who donate job specific professional skills and/or equipment operation (grading contractors, plumbers, electricians, etc.) can value their time and/or equipment at their standard rates but may not exceed the rates outlined at <https://www.wdol.gov>. General labor rates (no professional skills required) must not exceed \$11.40 per hour.

Pause for Questions

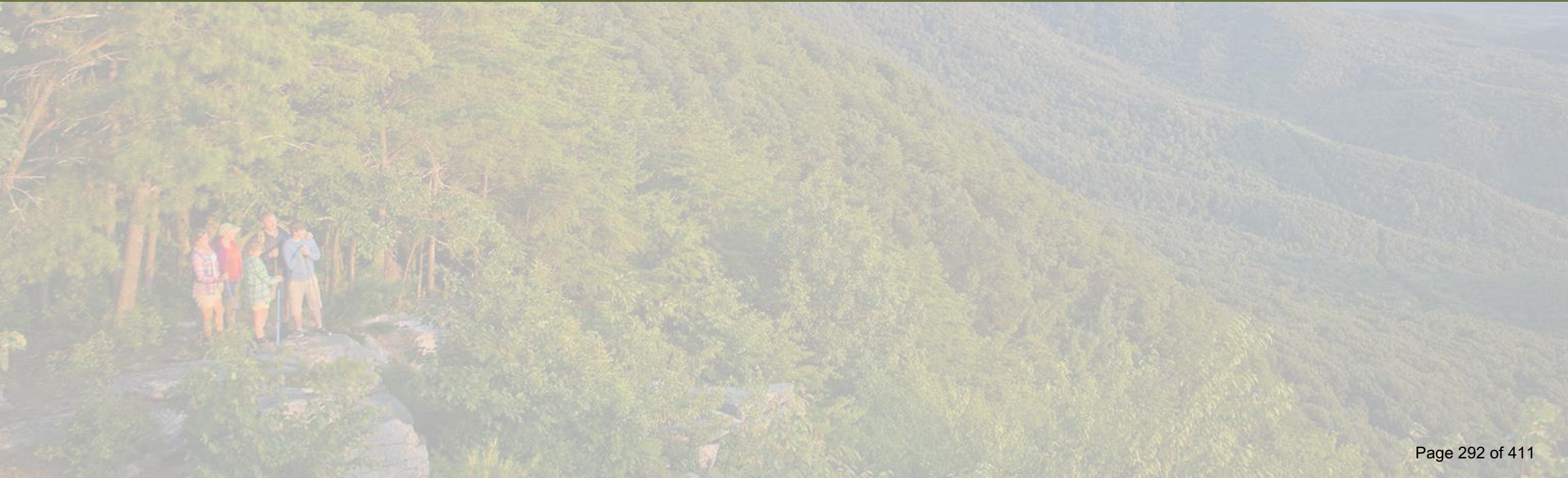


Your Participation

- Please continue to submit your text questions and comments using the Questions panel
- Please raise your hand to be unmuted for verbal questions.



The Second-Level Application



Approval Succession – January – Spring 2021:

Once reviewed and ranked:

- Georgia Outdoor Stewardship Trust Fund Board of Trustees
- Board of Natural Resources
- Appropriations subcommittees of the House and Senate

The Second-Level Application

Successful Pre-applicants invited to the Second Level Application shall submit:

- Financial info to receive ACH reimbursements
- **DETAILED** Project Budget worksheet
- Project Implementation Schedule
- Environmental Review documents needed by DNR for submission

Environmental Reviews

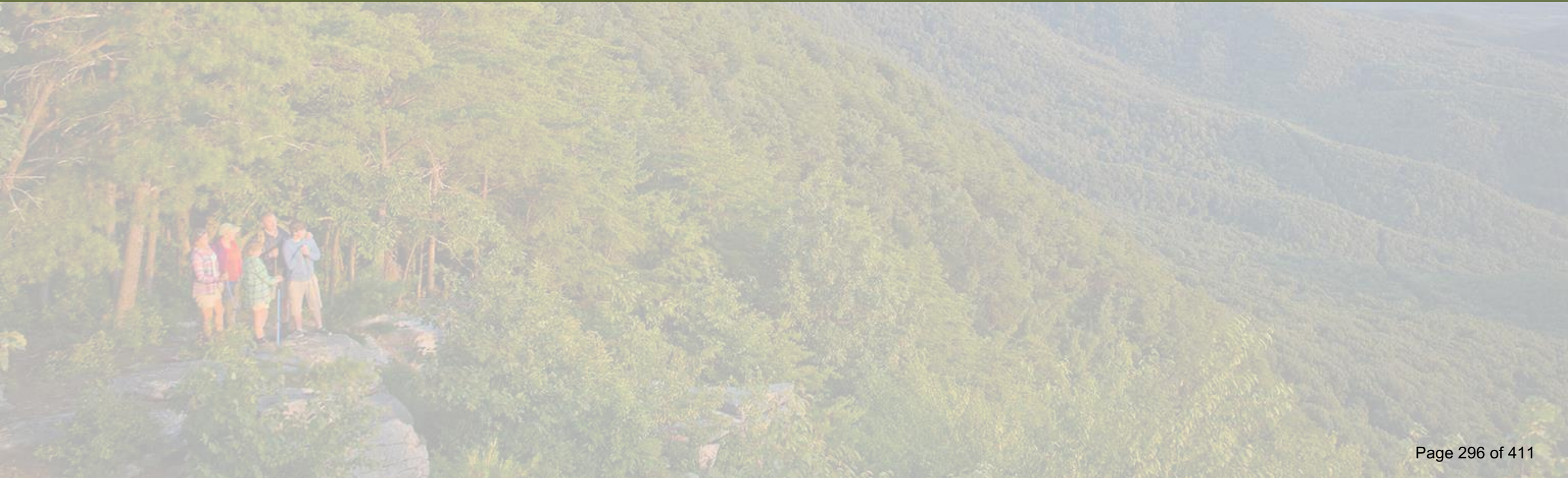
- Georgia Environmental Policy Act (GEPA) Environmental Checklist.
- Phase 1 Environmental Assessment by a licensed contractor.
 - This function is not provided by DNR and should be sought after by the applicant.
 - The Grants Unit will identify any project exempt from a GEPA Phase 1 review.

Agency reviews to be completed by DNR on behalf of the applicant:

- Wildlife Resources Division (WRD) Review
- Historic Preservation Division (HPD) Section 106 Review
- Georgia Department of Transportation (GDOT) Review
- Floodplain Encroachment Review



Agreement and Project Launch

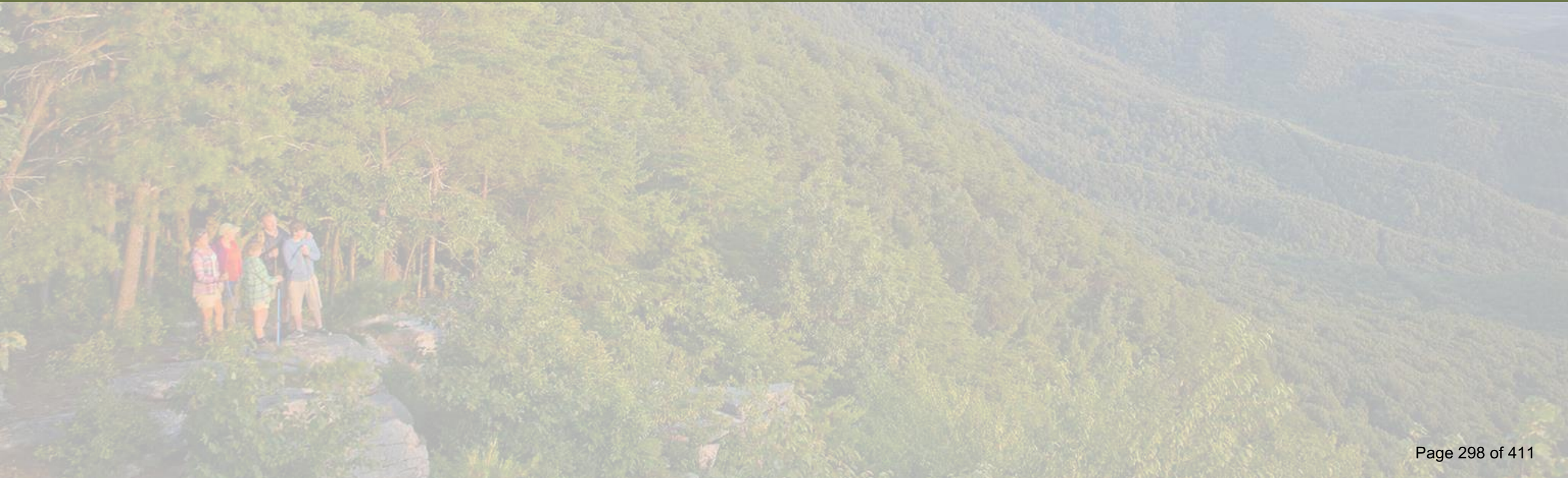


After Your Application is Complete

- All applicants must attend a mandatory financial workshop prior to receiving a project agreement from GADNR.
- The day a mutually signed agreement is signed is considered “Day 1”. Grantees are eligible for funding and have 24 months to complete their project measured from Day 1.
- The reimbursement process will be covered in depth during the Financial Workshop.
 - Expect a robust level of required documentation (please see the program manual for more details).



Close Out and Post-Completion



Close out

- Close out must occur within 45 days of project completion.
- Grantee completes a final quarterly report and marks it as “Final”. It shall include:
 - Indication that the project is complete, accessible, and open to the public, if applicable.
 - Photos of the completed work
 - “As built” plans in .pdf format
- Grantee completes a final reimbursement request and marks it as “Final”
- For acquisitions only – A copy of an updated property deed with required protective language **and recording stamp** from the local jurisdiction’s County Clerk’s office.

Close out

- DNR Audit of all documents, reimbursement, payments, and match within 45 days of project completion
- GADNR Final Inspection Completed
- Appropriate publicity executed both on site (signage) and on your entity's web page
- Mutually sign the Final GADNR Inspection Form

25% Retainage

- Final payment of the 25% retainage paid by DNR upon satisfaction of all parties' commitments and responsibilities.
- If payment of the full 25% would create a shortfall of the applicant's match, DNR will adjust the payable retainage amount accordingly.
- In the instance of funding overpayment by DNR, the grantee is required to refund an amount back to GEFA equivalent to the overage.

Long-term Obligations for GOSP Recipients

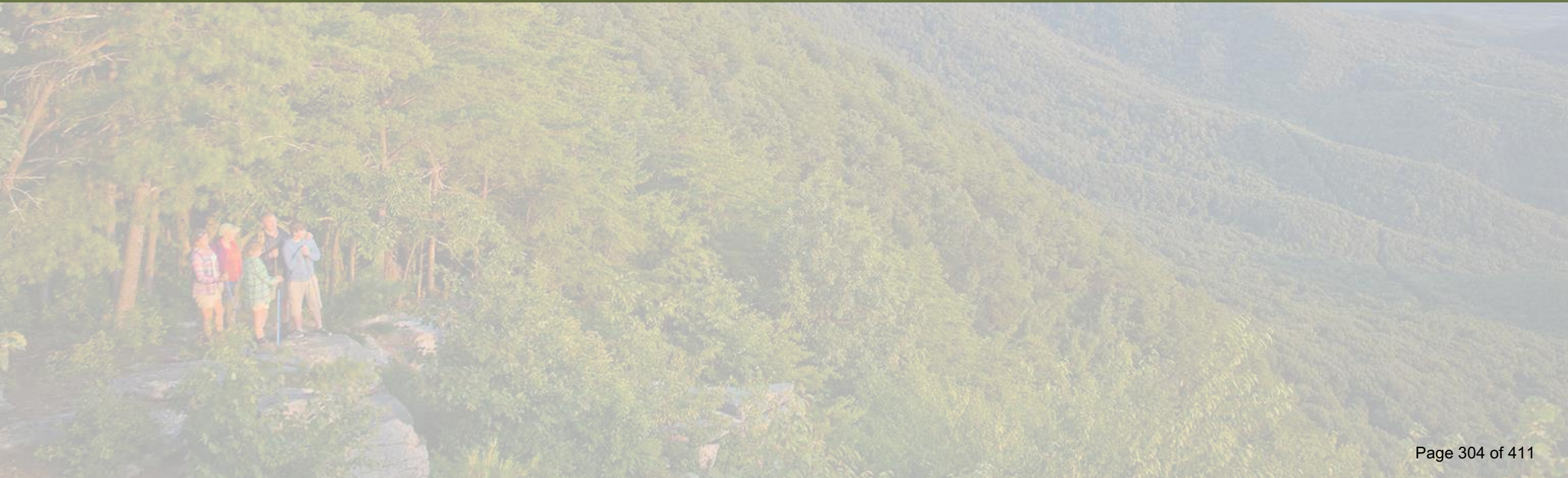
- All documents must be retained for at least 5 years.
 - 5 yrs. post any litigation if applicable
- Funding recipients must retain legal control and oversight of the property.
- Funding recipients must properly maintain the property.
- Real Property or conservation easements acquired with GOSP funds shall comply with protective language in the deed.
- Grant recipients may charge reasonable user fees. Revenues must go towards the management/maintenance of the project.

A copy of this presentation is available at
www.gadnr.org/grants

Questions?



Tips for Submitting a Successful Pre-Application



#1 – Check Your Eligibility at the Start

- Make sure your organization and project are eligible ***before*** you start work on your Pre-application.
- Verify that you can fulfill the match requirement.
- Do you have the support of the authorizing official or officials who must sign off on each stage of this grant process? More input and more insight will yield stronger results.
- Does your project meet the purposes of the grant for which you want to apply? You don't want to invest this much time on an application that cannot be considered for funding.

2 - Be Prepared

- Understand the amount of work it will take to complete the application **before** you begin. Sample applications can be viewed on our website prior to the application start date.
- About half of applicants surveyed following the 2019 GOSP/RTP grant cycle reported spending between **40 & 80 hours** preparing documents for and submitting a Pre-application.
- Applying can be challenging, but managing a successful grant is even more difficult. Does your organization have the ability to see this grant through to a successful and timely completion? Managing these grants requires a lot of upfront costs, regular progress reporting, and detailed recordkeeping.

#3 – Follow the Directions

- The manual is your guide to filling out the application. We know it's lengthy, but it contains all the instructions for successfully completing each section of the application.
- Carefully read all criteria questions so you understand exactly what the reviewer is looking for. Each question explains exactly what the reviewer is looking for.
- Lots of questions require the applicant to upload documentation to receive credit and you don't want to miss out on those points.

#4 – Keep the Reviewers in Mind

- Make the assumption the reviewers have never been to your city or county and have never heard of your project. Maps, photos and planning documents help the reviewer understand the overall vision of your project.
- Pay attention to the word count and focus on answering the questions that are asked. Use clear and direct language.
- Reviewers get excited about Georgia's outdoor resources; tell them your story in a way that they get excited about your project.

#5 - Focus on the Narrative

- The narrative and budget help the reviewer understand how you'll spend the funds. Don't just tell us *why* you need the funding, tell us *what you need the funding for*.
- Focus on the tangible project and impact. Use other criteria to tell us about the economic, environmental value, etc.

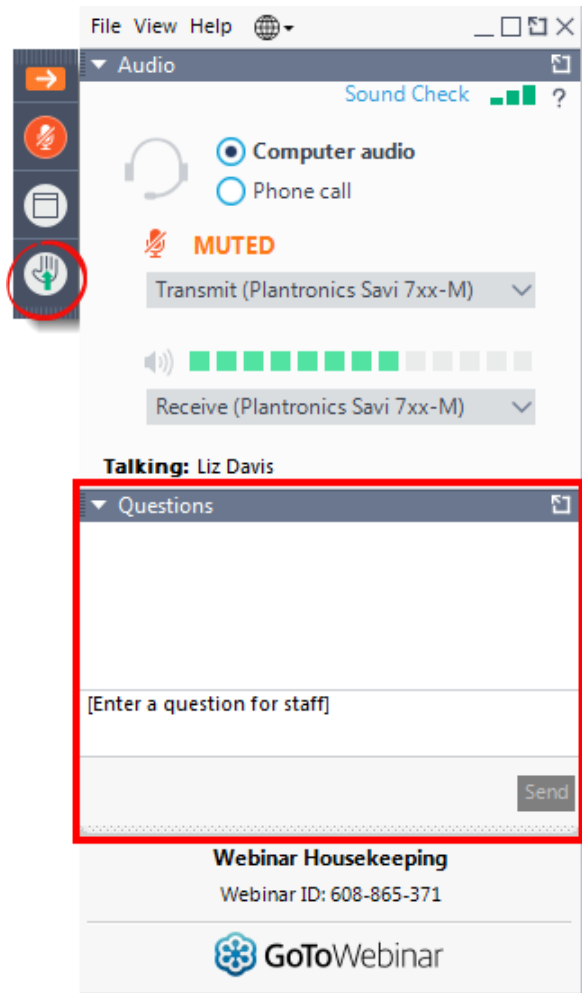
#6 – Work with Partners

- All DNR grants prioritize projects that have strong partnerships. Collaboration shows the reviewers others are invested in this project.
- Remember, a letter of support is not the same as a financial partner.

#7 - Ask for Help

- Our Grants Specialists are here to help answer your questions. They can also give contact information for other DNR employees who can help with wildlife, historical, recreation or environmental questions.
- If you've recently submitted a GOSP or RTP application that was not funded, contact a Grants Specialist to set up a meeting to review or update your application.

Question and Answer Session



Reminder – You can ask a question by typing it in the “Questions” box or raising your hand to be called on.

We will remain on the meeting until we’ve answered all questions.

Feel free to contact us after the meeting to answer any questions one-on-one.

**Oklahoma City-County
Health Department**

Food Safety & Environmental Health
4900 Richmond Square, STE 200
Oklahoma City, OK 73118
Telephone: (405) 425-4347
www.occhd.org/fe



SEASONAL FOOD/SNOW CONE ESTABLISHMENT CONSTRUCTION GUIDE

This construction guide is to be used in conjunction with the Food Service Establishment Regulation (*OAC 310:257*). **It should not be considered all-inclusive.** It is suggested that you contact your local building code official, Local Fire Department, the State Fire Marshall's office, or the State Construction Industries Board for further requirements.

"Seasonal food service establishment" means a facility that is open no more than 180 consecutive days per physical address per year. The seasonal food service establishment is limited to serving coffee and snow cones with use of liquid milk, raw fruits, raw vegetables, nuts in the shell, and commercially bottled syrup, sorghum, honey, sweet cider, and non-Time/Temperature Control for Safety Foods.

A license applicant or license holder shall submit to the Health Department plans and specifications for review before:

- The construction of a new snow cone stand;
- The conversion of an existing structure for use as a snow cone stand or
- The remodeling of a snow cone stand.

The plans and specifications shall be drawn to scale and include the:

- Proposed floor plan to include the location of all equipment and plumbing fixtures.
- The proposed finish materials for walls, floors and ceilings.
- Proposed equipment types, manufacturer and model number (if available).

Minimum Facility Requirements

WATER SUPPLY 310:257-9-1, 310:257-9-4, 310:257-9-8, 310:257-9-9

Potable water for the snow cone stand shall be provided from a source that complies with State Laws and Regulations.

SEWAGE DISPOSAL 310:257-9-49, 310:257-9-50

All sewage and waste water shall be disposed into a public sewage system or individual sewage disposal systems that comply with State Laws and Regulations. If not connected to and approved sewage system the stand must have a waste holding tank. The capacity of the waste tank must be at least 15% larger than the potable water tank capacity.

REFRIGERATION

Residential, home type refrigerators **shall not** be permitted.

HOT AND COLD WATER 310:257-9-9

- Hot and cold water shall be supplied to all sinks in the snow cone stand
- The water holding tank shall have a capacity of at least 10 gallons.
- Hot water generation shall be sufficient to meet the peak hot and cold water demands.
- The hot water supply to any fixture shall be installed on the left side of the fixture throughout the snow cone stand.
- Shall have a water system under pressure that produces a flow of at least two gallons per minute.

HANDWASHING FACILITIES 310:257-9-18, 310:257-9-23, 310:257-9-26, 310:257-11- 24

A minimum of one hand washing sink is required in all preparation areas. Based on the design of the facility, more than one sink may be required.

The hand washing sink:

- Must be conveniently located in preparation and dishwashing areas.
- Must provide water at a temperature of at least 38°C (100°F) through a mixing valve or combination faucet.
- Metered faucets shall provide water for a minimum of 15 seconds.
- Shall be installed so that hand washing cannot contaminate utensil washing.
- Soap and disposable towels must be provided at all hand washing sinks.
- Hand washing facility may not be used for purpose other than hand washing.
- A sign or poster that notifies to wash hands shall be provided at all hand washing sinks and shall be clearly visible.

WAREWASHING FACILITIES 310:257-7-51

A two compartment sink with drain boards is required. A three compartment sink is recommended. Accurate test kits or thermometers shall be provided. **Residential automatic dishwashers are not permitted.**

The sink:

- Must have rounded corners, be smooth, and have no welded seams.
- Must have adequately sized self-draining drain boards, utensil racks, or tables large enough to accommodate soiled and clean items that accumulate during hours of operation.
- Sink compartments shall be large enough to accommodate immersion of the largest equipment and utensils.
- **SHALL NOT BE USED FOR HANDWASHING OR FOR THE DISPOSAL OF MOP WATER.**

COUNTER TOPS 310:257-7-1, 310:257-7-11, 310:257-11-15

- All exposed surfaces of all countertops, cabinetry and shelving shall be finished with a smooth, nonabsorbent, corrosion-resistant, easily cleanable surface.
- Unfinished construction is not allowed. All wood must be sealed with washable paint, varnish or polyurethane.

WALLS AND CEILINGS 310:257-11-1, 310:257-11-3, 310:257-11-11

- Must be smooth, durable, and easily cleanable. The Light Reflectivity Value (LRV) shall be 50% or greater. Must be non-absorbent for areas subject to moisture.
- Exposed studs, joists and rafters are prohibited.
- Pipes and utility lines shall be installed so as not to obstruct proper cleaning.
- Paneling with grooves or a rough finish is not acceptable.
- Light bulbs shall be shielded, coated, or otherwise shatter-resistant in areas where there is exposed food, clean equipment, utensils, and linens; or unwrapped single-service and single-use articles.

FLOORS 310:257-11-3

- Floors must be constructed of smooth, DURABLE material that is impervious to water and easily cleanable such as ceramic tile, terrazzo, durable grade linoleum or sealed concrete.
- Carpet is not allowed.
- Junctures between walls and floors must be covered and sealed.
- Pipes and utility lines shall not be unnecessarily exposed.

OUTER OPENINGS 310:257-11-15

If windows or doors are kept open, the openings will be protected against the entry of insects and rodents by sixteen (16) to one (1) inch mesh screens, properly designed air curtains or other effective means.

FOODS

The seasonal food service establishment is limited to serving coffee and snow cones with use of liquid milk, raw fruits, and raw vegetables, nuts in the shell, and commercially bottled syrup, sorghum, honey, sweet cider. **MEATS, EGGS, FISH, OR POULTRY** shall not be served.

RESTROOM FACILITIES 310:257-9-19, 310:257-11-36

A letter from a business within 500 feet of location with restroom facilities must be provided. The letter must be addressed to the **Oklahoma City- County Health Department** stating full access to restroom facilities is provided any time the snow cone stand is in operation.

OUTDOOR AREAS 310:257-11-2

Outdoor driving and walking areas shall be surfaced with concrete, asphalt, or gravel or other materials that have been effectively treated to minimize dust, facilitate maintenance, and prevent muddy conditions. Pad of building must be of similar material and characteristics.

WHEELS

Snow cone stands are stationary structures. Snow cone stands with wheels are considered mobile food service establishments and are subject to the more stringent mobile food regulations.

FOOD SERVICE OPERATOR'S CERTIFICATION

Food service operator's certification may be required. For information on how to obtain this certificate, please call (405) 425-4347. Information can also be obtained from our website- www.occhd.org.









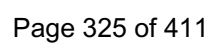










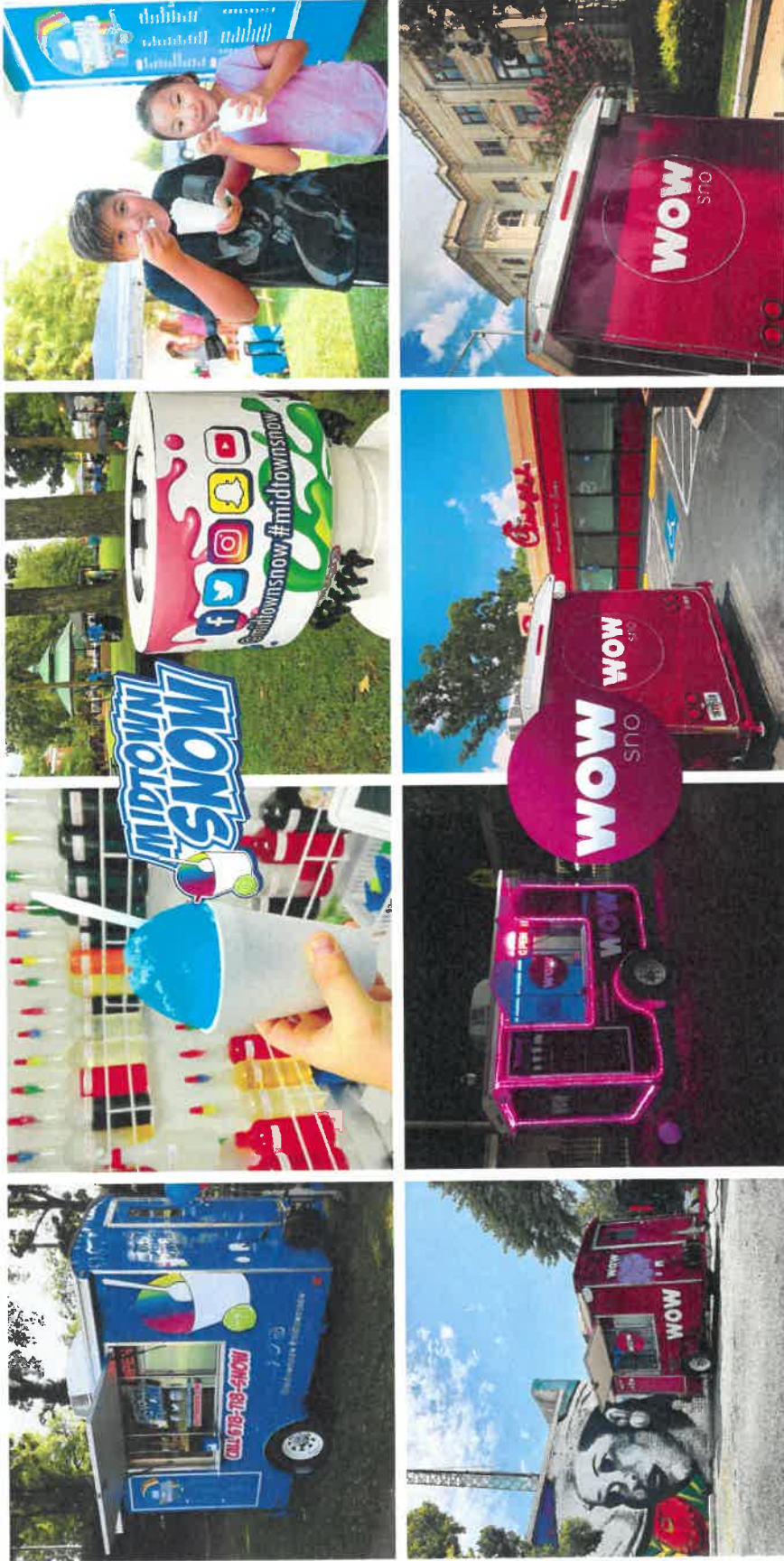




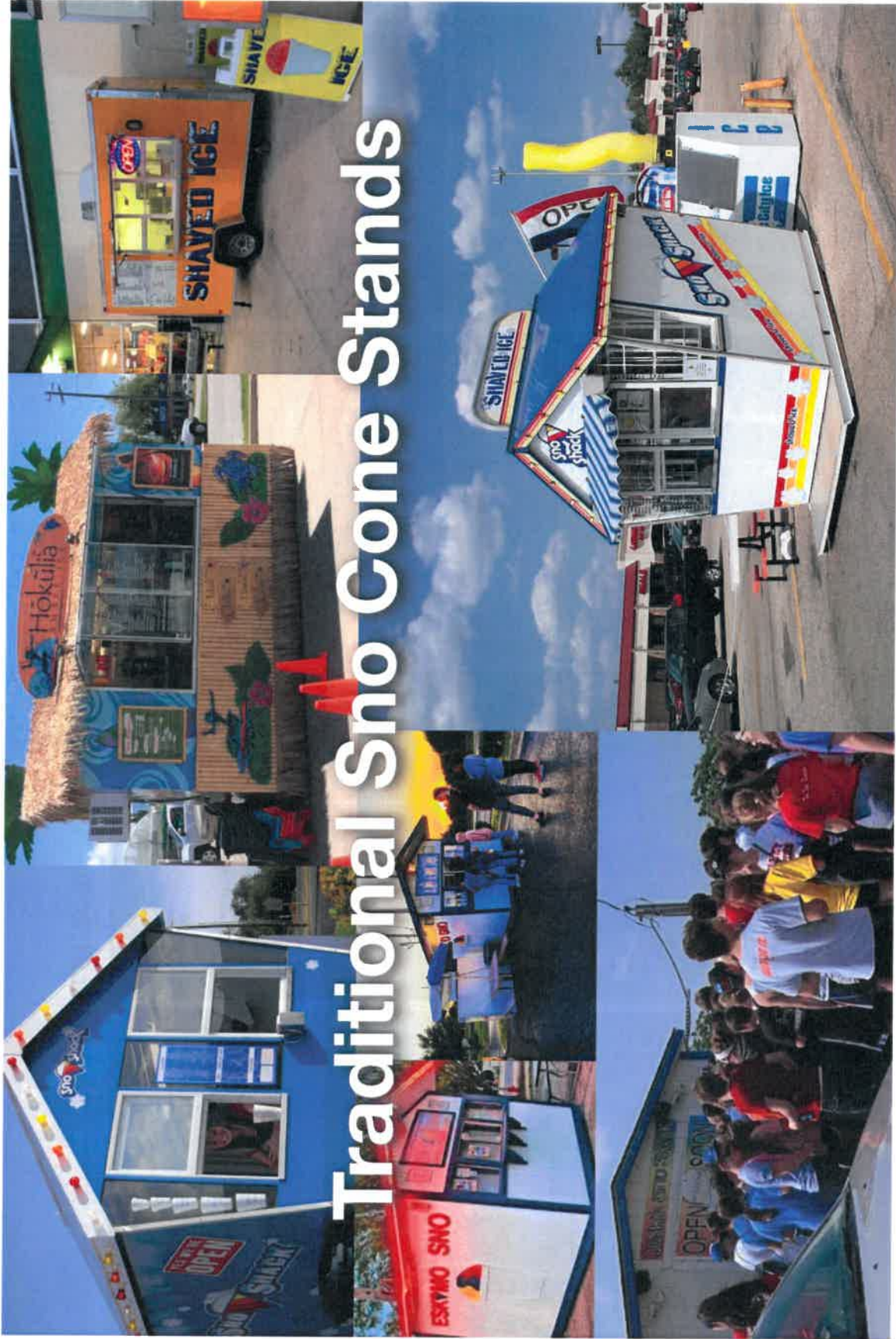
Our Story



June 19, 2015 - Movie Nights Under the Stars - Hapeville, GA (Midtown Snow, LLC.)



September 21, 2019 - Happy Days Festival - Hapeville, GA (WOW sno, LLC.)



Traditional Sno Cone Stands

Our Vision

10ft. "Ice Cube"



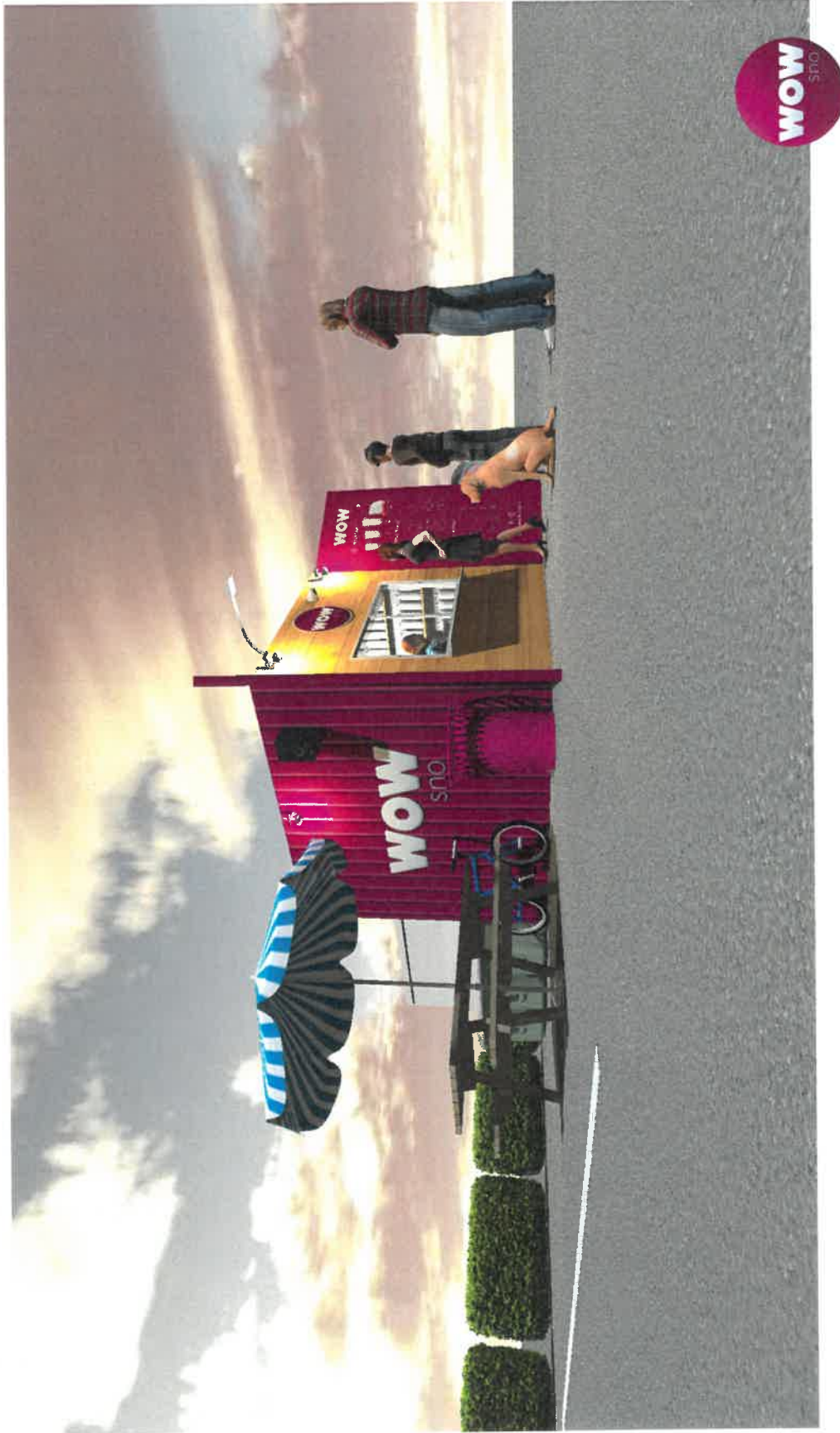
10ft. "Ice Cube" Shipping Container with walk-up serving window

Temporary Structure Seasonal Operation



10ft. "Ice Cube" Shipping Container with walk-up serving window

Temporary Structure Seasonal Operation



10ft. "Ice Cube" Shipping Container with walk-up serving window

Temporary Structure Seasonal Operation



10ft. "Ice Cube" Shipping Container with walk-up serving window

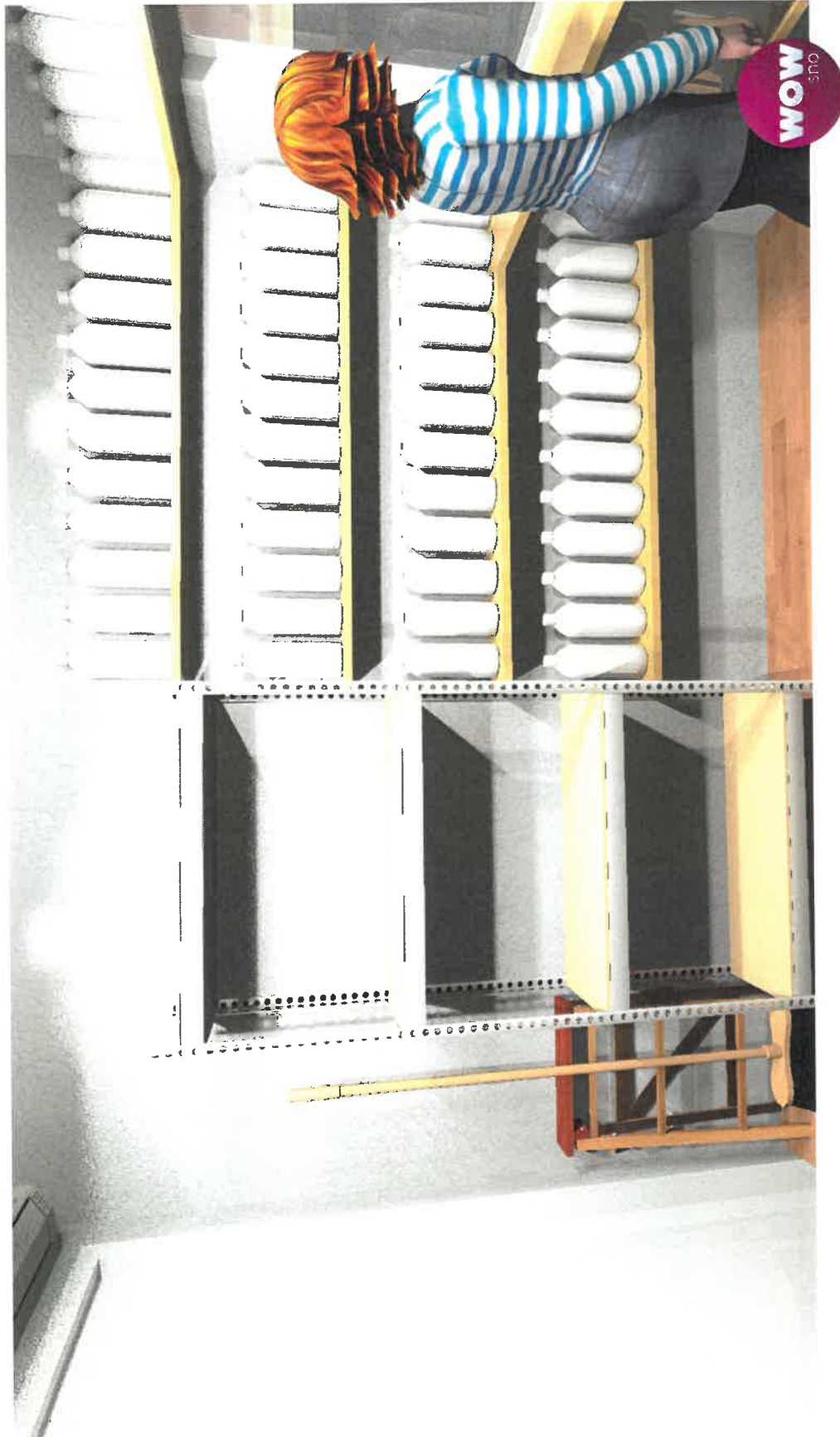


10ft. "Ice Cube" Shipping Container with walk-up serving window

Temporary/Structure Seasonal Operation

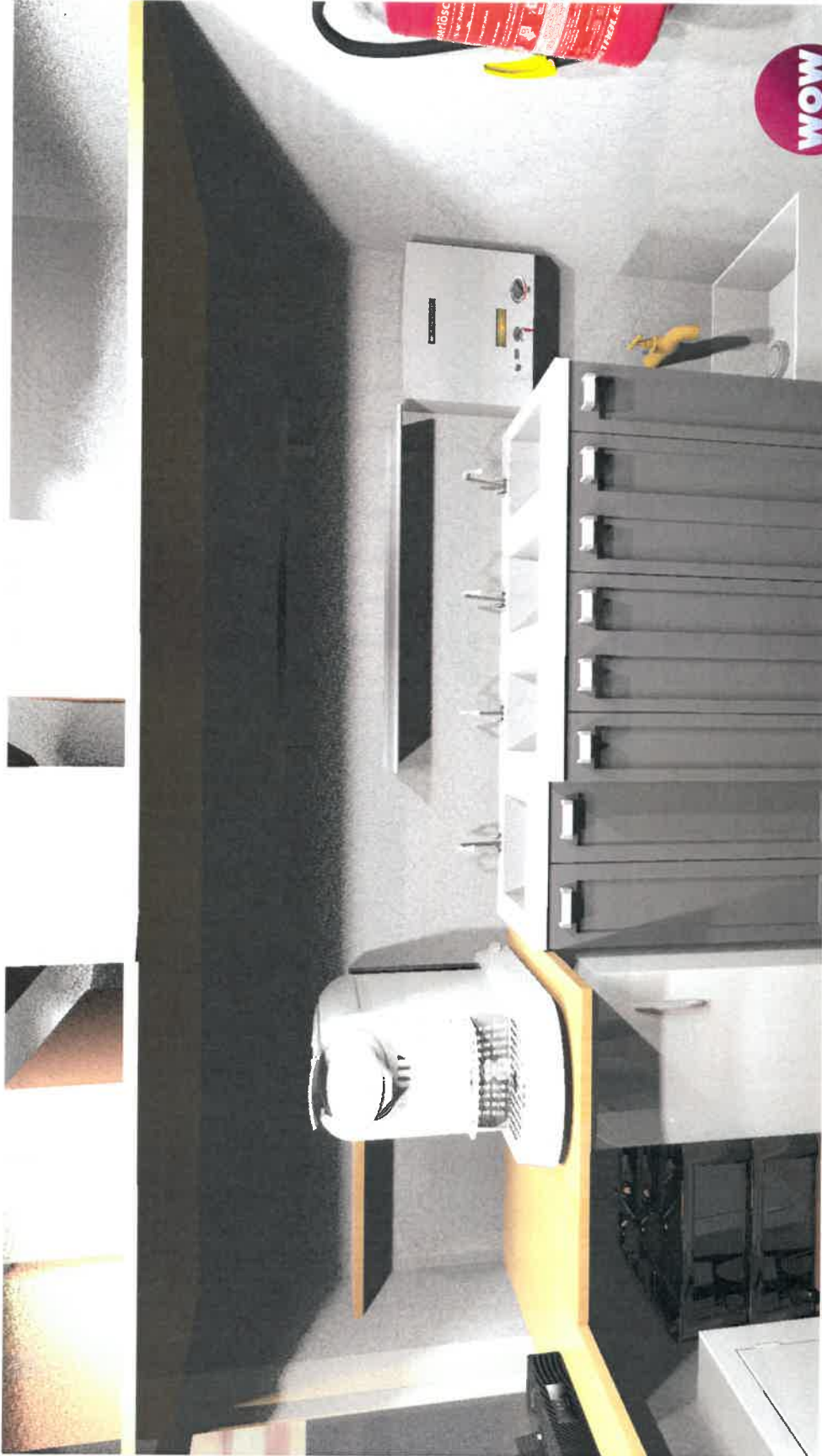


10ft. "Ice Cube" Shipping Container with walk-up serving window



10ft. "Ice Cube" Shipping Container with walk-up serving window

Temporary Structure Seasonal Operation



Our Future

20ft. "Ice Cube"



20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation



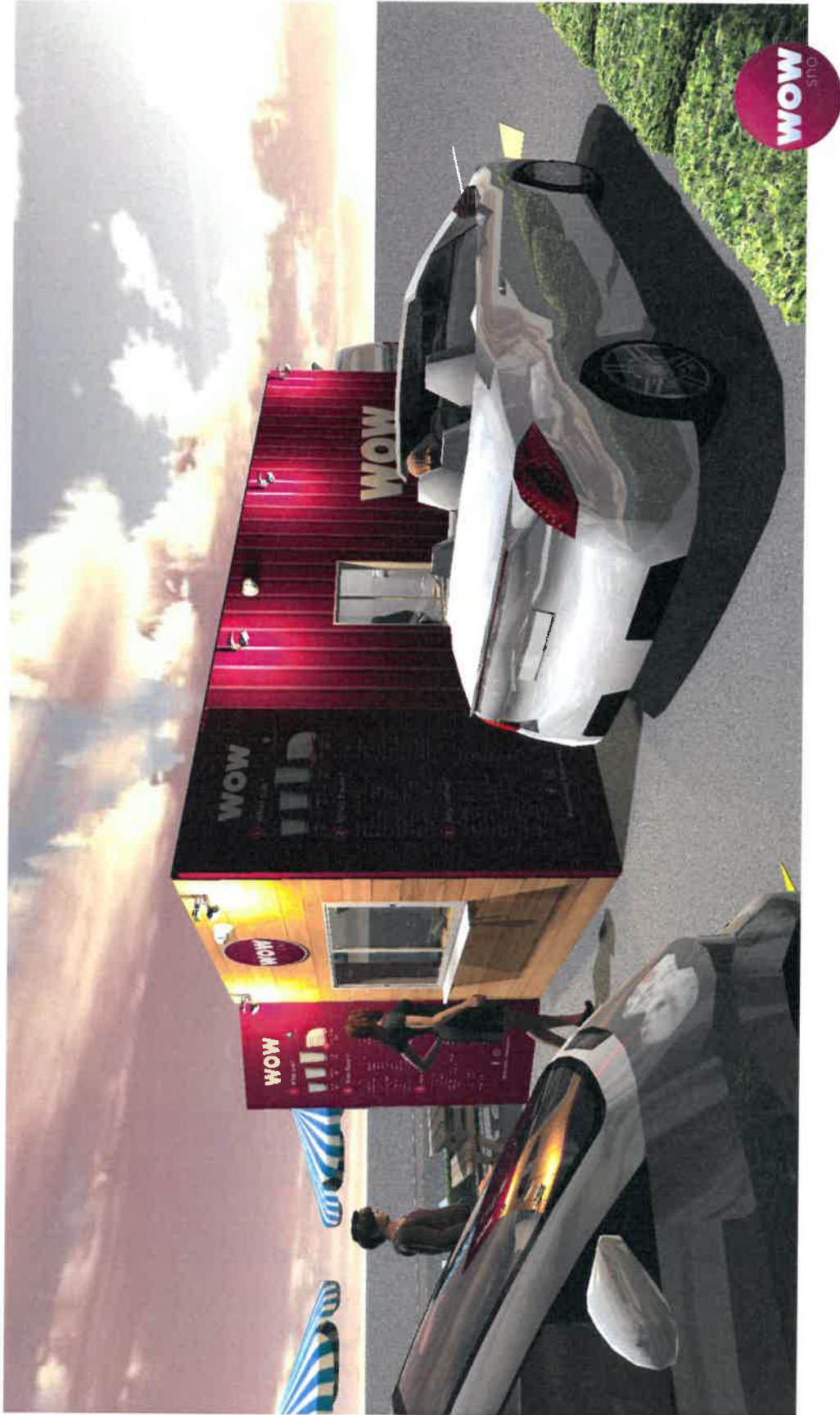
20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation



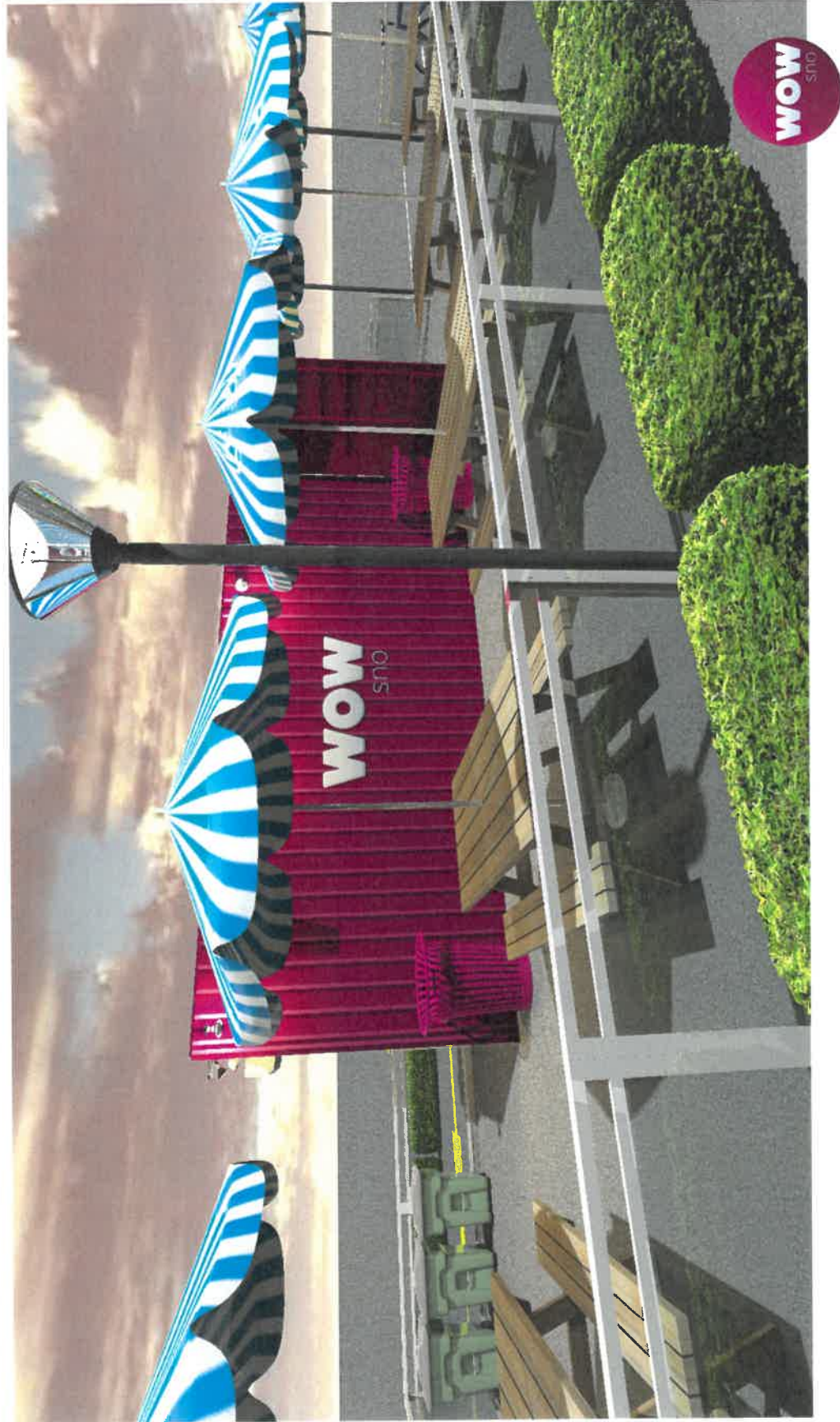
20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation



20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation



20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation



20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation



20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation



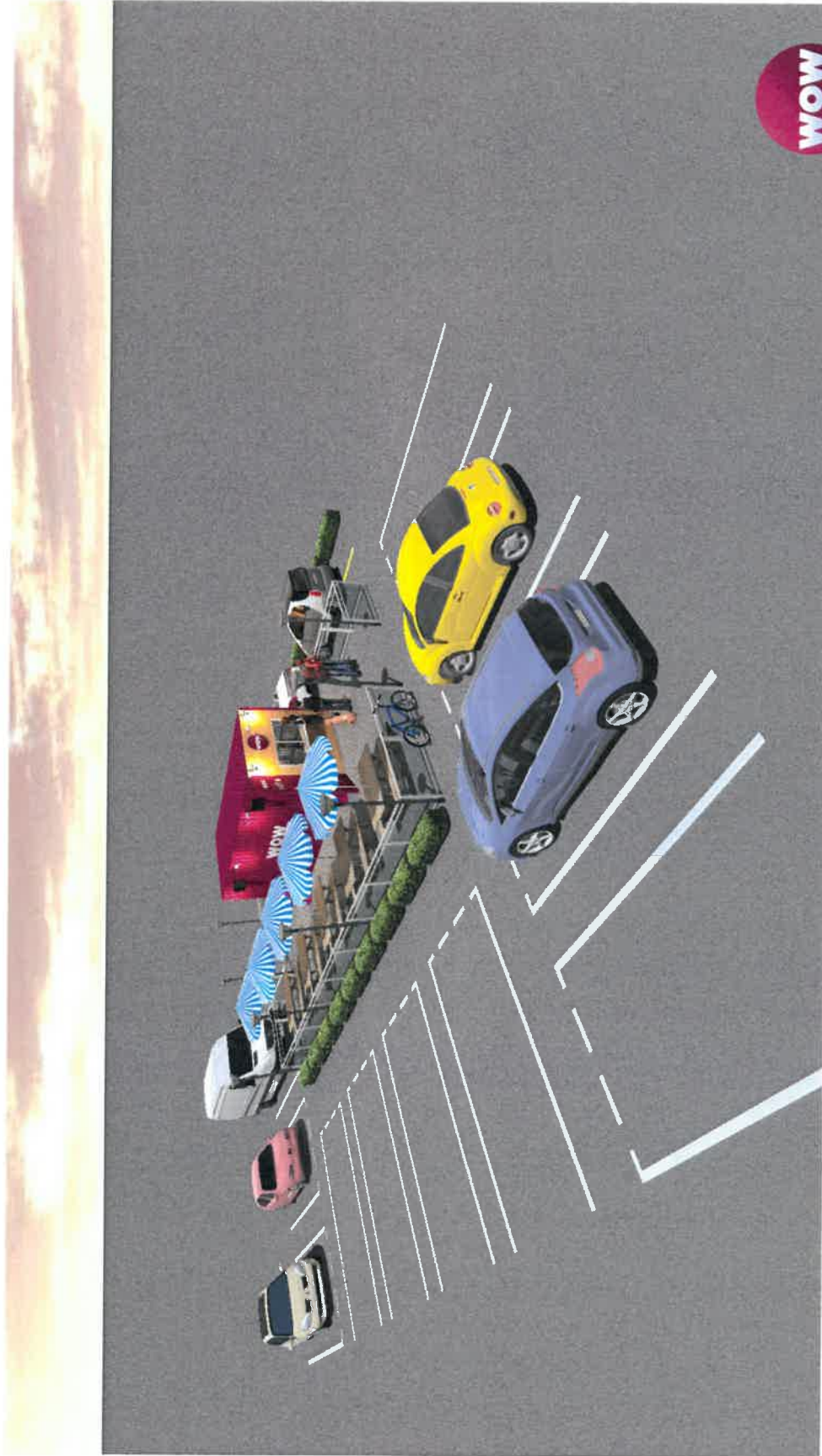
20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation

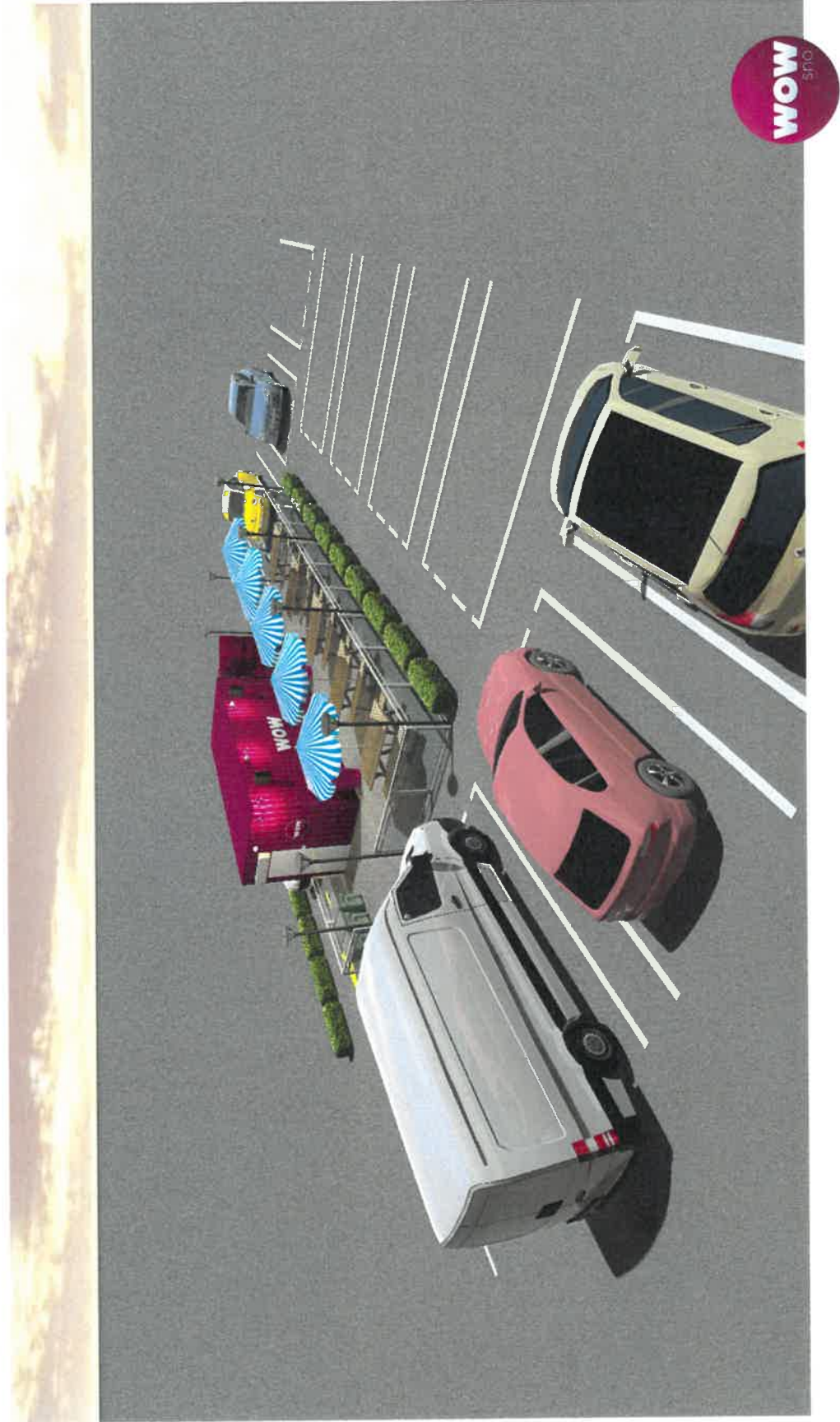


20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation

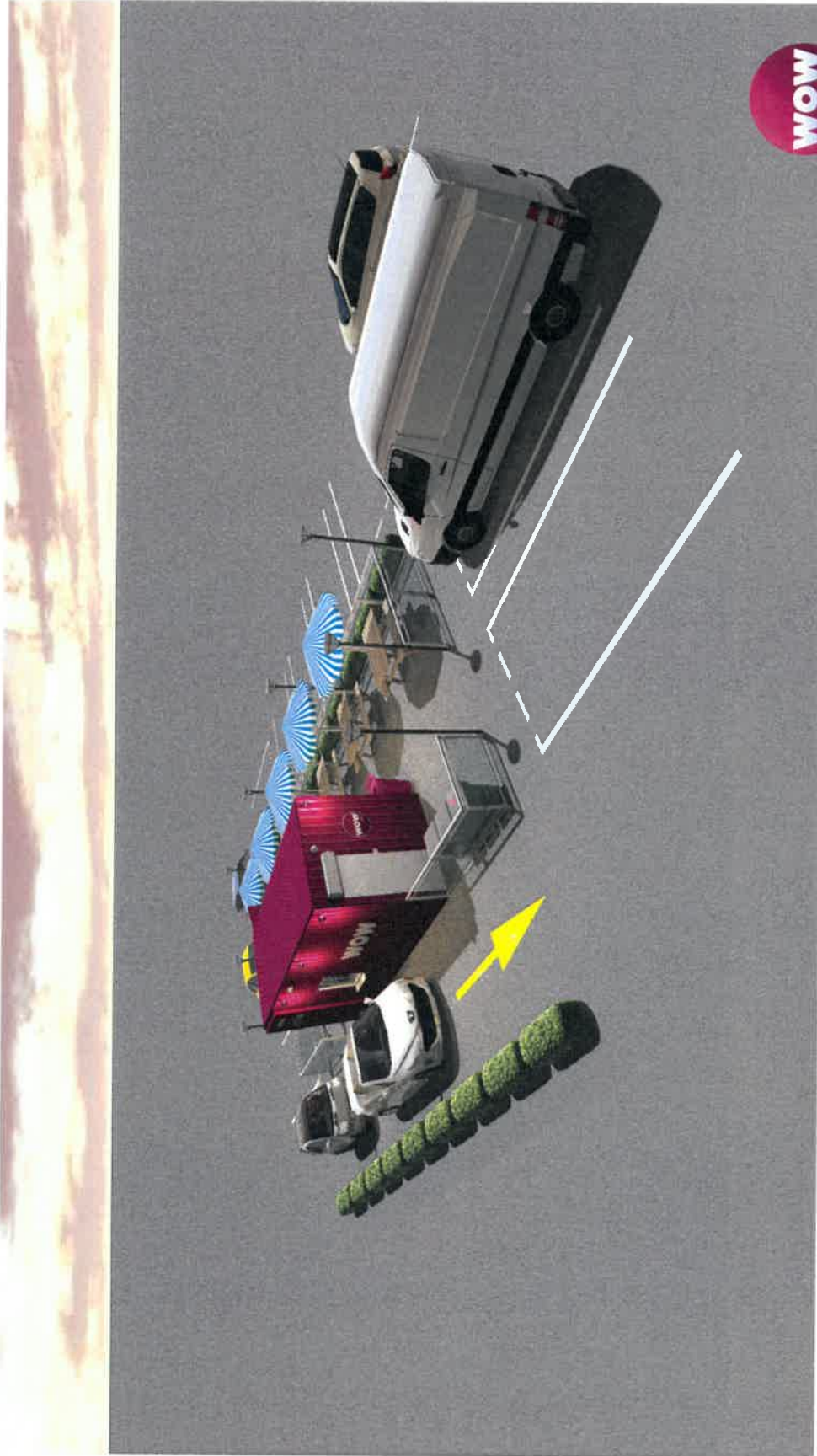


20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

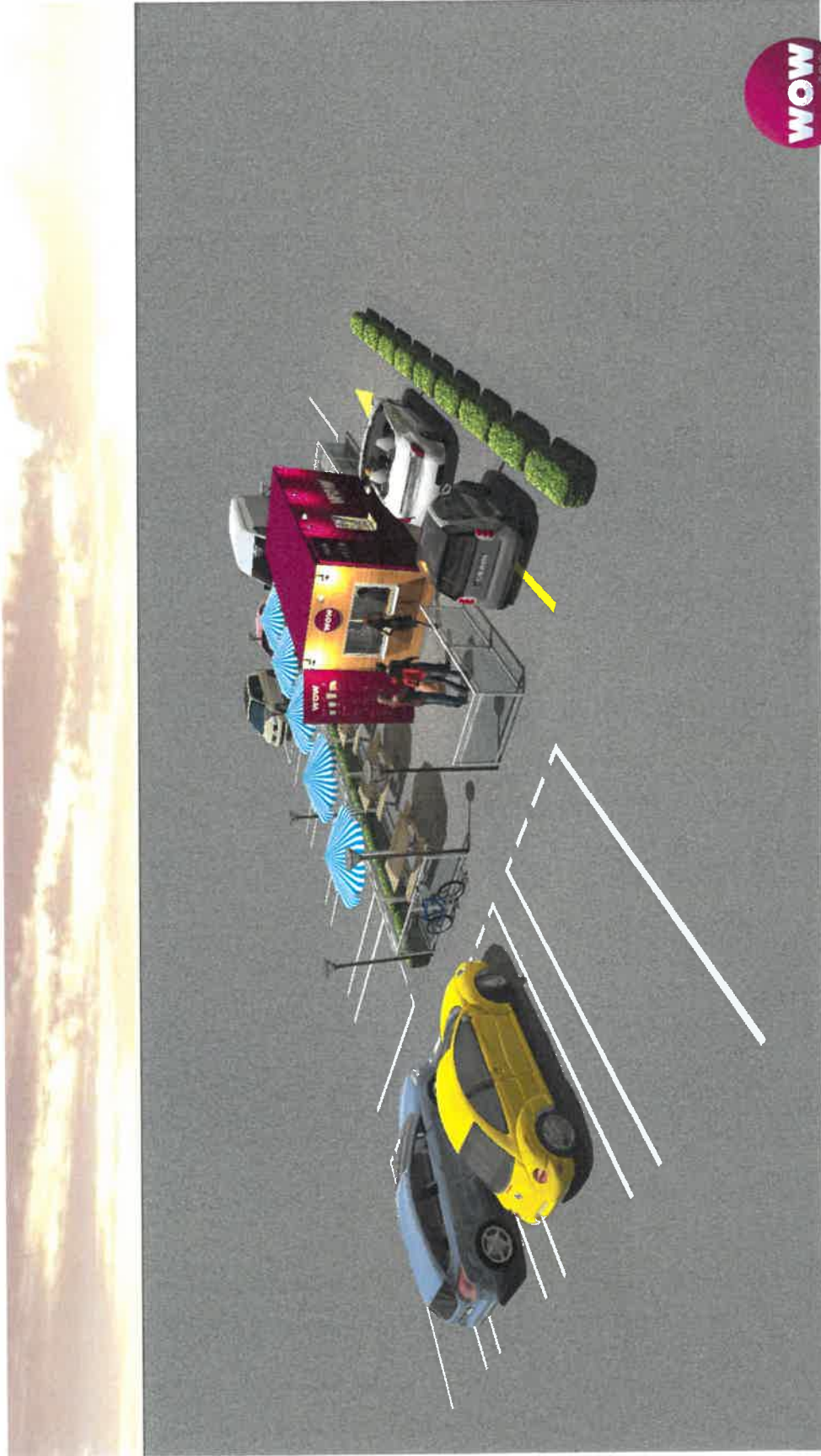


20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio

Permanent Structure Seasonal Operation



20ft. "Ice Cube" Shipping Container with walk-up serving window, drive-thru window, and patio



Our Plan



10ft. "Ice Cube" Shipping Container with walk-up serving window



\$15,000 - \$20,000 estimated startup costs

Pros

- Lower startup costs
- Quick and easy seasonal install/removal
- Open daily for seasonal operations, weather permitting

Cons

- Temporary structure
- No concrete patio or drive-thru options available
- No bathroom for employees



20ft. "Ice Cube" Shipping Container

with walk-up serving window, drive-thru window, and patio



\$60,000 - \$100,000 estimated startup costs

Pros

- Permanent structure
- Concrete patio and drive-thru options available
- Bathroom for employees

Cons

- Higher startup costs
- Construction required, which could cause delays
- Open daily for seasonal operations, weather permitting



10ft. "Ice Cube" Shipping Container with walk-up serving window



Questions?



Thank You





Here is the tentative schedule for the Academy Theatre's Performance Series in Jess Lucas Y-Teen Park:

Music Weekend:

- Friday, September 11 - Eugene H Russell IV
- Saturday, September 12 - The Lost Boys
- Sunday, September 13 - Canyon Ladies

Love Letters Weekend:

- Friday, October 2 - Love Letters
- Saturday, October 3 - Love Letters
- Sunday, October 4 - Love Letters

Dance or Cabaret Weekend

- Friday, November 6 - Impact/Brenda's Cabaret or Dance
- Saturday, November 7 - Impact/Brenda's Cabaret or Dance
- Sunday, November 8 - Impact/Brenda's Cabaret or Dance

Family Friendly Holiday Show Weekend:

- Friday, December 4 - Another Night Before Christmas
- Saturday, December 5 - Another Night Before Christmas
- Sunday, December 6 - Another Night Before Christmas



THE STATE OF GEORGIA

EXECUTIVE ORDER

BY THE GOVERNOR:

EMPOWERING A HEALTHY GEORGIA

- WHEREAS:** On March 14, 2020, due to the impact of COVID-19 on the State of Georgia, I issued Executive Order No. 03.14.20.01, declaring a Public Health State of Emergency in Georgia; and
- WHEREAS:** On March 14, 2020, I issued a Proclamation convening the General Assembly of Georgia in special session on Monday 16, 2020 at 8:00 A.M. for the express purpose of concurring with or terminating the Public Health State of Emergency in accordance with Code Section 38-3-51(a); and
- WHEREAS:** The Georgia General Assembly met in special session and concurred with Executive Order 03.14.20.01 by joint resolution on March 16, 2020, thereby affirming the existence of a Public Health State of Emergency and vesting me with the emergency powers enumerated in Code Section 38-3-50 *et seq.*; and
- WHEREAS:** Georgia law does not require that the General Assembly concur with every rule, regulation, or order the Governor issues in response to a Public Health State of Emergency; the law requires only that the General Assembly concur with the initial existence of such a state of emergency, and the Governor is thereafter charged with ongoing management of a state of emergency; and
- WHEREAS:** On April 8, 2020, I renewed the Public Health State of Emergency until May 13, 2020 by issuing Executive Order 04.08.20.02; and
- WHEREAS:** On April 30, 2020, I renewed the Public Health State of Emergency until June 12, 2020 by issuing Executive Order 04.30.20.01; and
- WHEREAS:** On May 28, 2020, I renewed the Public Health State of Emergency until July 12, 2020 by issuing Executive Order 05.28.20.01; and

- WHEREAS:** On June 29, 2020, I renewed the Public Health State of Emergency until August 11, 2020 by issuing Executive Order 06.29.20.01; and
- WHEREAS:** On July 31, 2020, I renewed the Public Health State of Emergency until September 10, 2020 by issuing Executive Order 07.31.20.01; and
- WHEREAS:** The Governor is vested with the emergency powers cited herein as the Chief Executive of this State; and
- WHEREAS:** The Georgia Constitution, Art. III, § VI, Para. IV, provides that no local or special law can contravene a statewide law of general applicability; and
- WHEREAS:** Code Section 38-3-28 provides that “[a]ll orders, rules, and regulations promulgated by the Governor” have the force and effect of law; and
- WHEREAS:** As Chief Executive, the Governor is tasked with protecting the citizens of this State, including during a state of emergency; and
- WHEREAS:** The General Assembly has entrusted the authority to declare a state of emergency to the Governor and vested him with the sole power to direct and manage the statewide response to any such emergency, as Code Section 45-12-30 provides that, “[w]hen, in his opinion, the facts warrant, the Governor shall, by proclamation, declare that, because of unlawful assemblage, violence, overt threats of violence, or otherwise, a danger exists to the person or property of any citizen or citizens of the state and that the peace and tranquility of the state or of any area or political subdivision thereof is threatened, and because thereof an emergency, with reference to said threats and danger, exists. In all such cases, when the Governor shall issue his proclamation he shall be and is further authorized, in coping with said threats and danger, to order and direct any person, corporation, association, or group of persons to do any act which would, in his opinion, prevent danger to life, limb, or property or prevent a breach of the peace; or he may order such person, corporation, association, or group of persons to refrain from doing any act or thing which would, in his opinion, endanger life, limb, or property or cause, or tend to cause, a breach of the peace, or endanger the peace and good order of society; and he shall have full power to enforce such order or proclamation by appropriate means”; and
- WHEREAS:** Code Section 38-3-51(c)(1) vests the Governor with the power to enforce all laws, rules, and regulations relating to emergency management and to assume direct operational control of all civil forces and helpers in the state; and

- WHEREAS:** Code Section 38-3-51(c)(4) vests the Governor with the power to perform and exercise such other functions, powers, and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population; and
- WHEREAS:** Code Section 38-3-51(d)(1) vests the Governor with the power to suspend any regulatory statute prescribing the procedures for conduct of state business, or the orders, rules, or regulations of any state agency if strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster; and
- WHEREAS:** The Georgia Constitution, Art. IX, § 2, Para. III(c) grants the General Assembly the ability to regulate, restrict, or limit the powers of local governments by general law; and
- WHEREAS:** To ensure the public's safety and prevent confusion, it is necessary for the State's departments, agencies, and political subdivisions to provide a coordinated response to support the Governor's emergency management rules, regulations, and orders; and
- WHEREAS:** Code Section 38-3-51(d)(2) vests the Governor with the power to utilize all available resources of the state government and of each political subdivision of the state as reasonably necessary to cope with the emergency or disaster, therefore providing the Governor with emergency authority over all resources of every local government of the State; and
- WHEREAS:** Code Section 38-3-51(d)(3) establishes the Governor's emergency authority over the operation of state departments and agencies by vesting the Governor with the power to transfer the direction, personnel, or functions of state departments and agencies or units thereof for the purpose of performing or facilitating emergency services; and
- WHEREAS:** To ensure the Governor is equipped with all resources necessary to respond to a public health state of emergency, the General Assembly has vested him with the option to delegate expanded powers to the Department of Public Health in such an event as Code Section 38-3-51(i) provides that the Governor **may** direct the Department of Public Health to coordinate all matters pertaining to the response of the state to a public health emergency; and
- WHEREAS:** Pursuant to Code Section 38-3-51(i), in Executive Order 03.14.20.01 I instructed the Department of Public Health to coordinate with the Georgia Emergency Management and Homeland Security Agency to

take any action necessary to protect the public's health, including, without limitation:

- (1) Planning and executing public health emergency assessments, mitigation, preparedness response, and recovery for the state;
- (2) Coordinating public health emergency responses between state and local authorities;
- (3) Establishing protocols to control the spread of COVID-19;
- (4) Coordinating recovery operations and mitigation initiatives;
- (5) Collaborating with appropriate federal government authorities, elected officials of other states, private organizations, or private sector companies;
- (6) Organizing public information activities regarding the state's public health emergency response operations, including educating the public on prevention of the spread of COVID-19 based on Centers for Disease Control and Prevention's guidelines and the best scientific evidence available;
- (7) Providing special identification for public health personnel involved in this Public Health State of Emergency;
- (8) For all persons meeting the Centers for Disease Control and Prevention's definition of a Person Under Investigation ("PUI"), implementing a program of active monitoring, which may include a risk assessment within twenty-four (24) hours of learning that the person meets the PUI criteria and twice-daily temperature checks for a period of at least fourteen (14) days or until the PUI tests negative for COVID-19; and
- (9) Implementing quarantine, isolation, and other necessary public health interventions consistent with Code Sections 31-12-4 and 38-3-51(i)(2) or as otherwise authorized by law.

WHEREAS: Notwithstanding said broad instructions, the authority delegated to the Department of Public Health's is subject to the limitations of Code Section 38-3-28(a) and such delegation did not lessen or relinquish the Governor's superior emergency management powers; and

WHEREAS: Georgia law grants the Department of Public Health other duties and authority for general and emergency disease prevention and control; and

WHEREAS: Code Sections 31-2A-4 and 31-12-4 vests the Department of Public Health with the power to segregate and isolate certain individuals with certain communicable diseases or conditions when said individuals' exposure to the general population is likely to endanger the health of others; and

WHEREAS: To ensure advance preparation for a public health emergency, the Georgia legislature has provided in Code Section 31-12-3(a) that the

Department of Public Health may require vaccinations or other measures to prevent the conveyance of infectious matter from infected persons to other persons as may be necessary and appropriate, however this Code Section does not vest sole power in the department to do so – the rules and regulations promulgated by the Department to provide for the implementation of such measures during a public health state of emergency must be adopted pursuant to Chapter 13 of Title 50, the “Georgia Administrative Procedure Act,”; and

WHEREAS: Code Section 38-12-2.1 provides that in the event of a public health emergency, the Department of Public Health shall carry out certain investigatory duties relating to the identification of the illness or health condition, the source thereof, and infected or potentially infected persons, and shall promulgate rules and regulations appropriate for management of any declared public health emergency; and

WHEREAS: The Department of Public Health is also authorized to adopt and implement emergency rules and regulations pursuant to the provisions of subsection (b) of Code Section 50-13-4, however all such rules, regulations, and emergency rules and regulations remain subject to the provisions of Code Section 38-3-51(i); and

WHEREAS: The various public health emergency related powers designated to the Department of Public Health are not mutually exclusive, and pursuant to Code Section 38-3-51, are subject to the Governor’s own emergency management orders; and

WHEREAS: In addition to the limitations on agency authority during a state of emergency set forth in Code Section 38-3-51, Code Section 38-3-28(a) prohibits political subdivisions of the state from making, amending, or rescinding any orders, rules, and regulations as may be necessary for emergency management that are inconsistent with any orders, rules, or regulations promulgated by the Governor; and

WHEREAS: Local rules, ordinances, orders, or mandates that provide for any action more or less permissive than the recommendations and requirements of this Order will result in an incompatible outcome for the uniform response to COVID-19, therefore this constitutes inconsistency as Black’s Law Dictionary defines “inconsistent” as lacking agreement among parts or otherwise not compatible with another fact or claim; and

WHEREAS: In accordance with Georgia law, the Governor has ultimate authority over the State’s emergency management procedures, because while other agencies and political subdivisions of the State may be directed

or authorized to develop and implement emergency management plans, rules, regulations, and emergency rules and regulations, Code Section 38-3-28(a) clearly provides that no such rule, regulation, or order may be inconsistent with the Governor's own emergency management directives; and

WHEREAS: In consultation with public health and emergency preparedness officials, I have determined that the following actions are necessary and appropriate to protect the strength of Georgia's economy and provide for the health, safety, and welfare of Georgia's residents and visitors.

NOW, THEREFORE, PURSUANT TO THE AFOREMENTIONED GEORGIA LAW, CODE SECTION 38-3-51, AND THE AUTHORITY VESTED IN ME AS THE GOVERNOR OF THE STATE OF GEORGIA, IT IS HEREBY

I. GENERAL PROVISIONS

ORDERED: That unless otherwise noted, the provisions contained in this Order shall be effective from August 16, 2020 at 12:00 A.M. until August 31, 2020 at 11:59 P.M.

IT IS FURTHER

ORDERED: That all residents and visitors of the State of Georgia shall practice Social Distancing as defined herein and refrain from Gathering as defined herein.

IT IS FURTHER

ORDERED: That all residents and visitors of the State of Georgia are strongly encouraged to wear face coverings as practicable while outside their homes or place of residence, except when eating, drinking, or exercising outdoors.

IT IS FURTHER

ORDERED: All residents and visitors of the State of Georgia shall practice sanitation in accordance with the guidelines published by the Centers for Disease Control and Prevention.

IT IS FURTHER

ORDERED: That no business, establishment, corporation, non-profit corporation, organization, or county or municipal government shall allow Gatherings of persons. This provision shall not apply to cohabitating persons, family units, or roommates residing together

in private homes, whether inside or outside of their homes or place of residence. This provision shall also not apply to entities defined as “Critical Infrastructure.”

II. DEFINITIONS

IT IS FURTHER

ORDERED:

That the following definitions shall apply to this Order:

1. “Camper” shall mean any person that attends a Summer Camp as a participant. This provision shall specifically exclude those persons who volunteer or work at Summer Camps.
2. “Convention” shall mean an organized event of more than 100 persons that are required to register or obtain a license to gather for a common purpose at a single indoor facility or grouping of indoor facilities for more than four hours and in some cases for more than one day. Such definition shall include exhibitions, trade shows, conferences, and business retreats. Conventions shall not include any regular operation of a business that occurs on property owned or leased for the exclusive operation of such business. Conventions shall not include regular religious services, business meetings, sports competitions, or events categorized by Code Section 16-11-173(b)(1)(A).
3. “Critical Infrastructure” shall include all Workers, businesses, establishments, corporations, non-profit corporations, and organizations included in versions 1.0, 2.0, and 3.0 of Guidance on Essential Critical Infrastructure Workers released by the U.S. Department of Homeland Security on March 19, 2020, March 28, 2020, and April 17, 2020, respectively. The term “Critical Infrastructure” shall also include those suppliers which provide essential goods and services to the Critical Infrastructure workforce as well as entities that provide legal services, home hospice, and non-profit corporations or non-profit organizations that offer food distribution or other health or mental health services.
4. “Essential Services” shall include those activities outlined below:
 - A. Obtaining supplies and services for family or household members, such as food and supplies for household consumption and use, medical supplies or medication, supplies and equipment needed to work from home, and products needed to maintain safety, sanitation, and essential maintenance of the home or residence. Preference should be given to online

- ordering, home delivery, and curbside pick-up services wherever possible as opposed to in-store shopping;
 - B. Engaging in activities essential for the health and safety of family or household members;
 - C. Seeking medical, behavioral health, or emergency services;
 - D. Activities that may preserve the health and welfare of persons within this State;
 - E. The transport, visitation, and regular care of family members and persons dependent on the services of others, and similar actions that ensure the welfare and best interests of persons in the State of Georgia, specifically including the elderly, children, and disabled populations;
 - F. Children obtaining public internet access to fulfill educational obligations; and
 - G. Engaging in outdoor exercise activities so long as Social Distancing is practiced during such activities between all persons who are not occupants of the same household or residence.
5. "Gathering" shall mean more than fifty (50) persons physically present at a Single Location if, to be present, persons are required to stand or be seated within six (6) feet of any other person. Therefore, groups of more than fifty (50) people are permitted if their grouping is transitory or incidental, or if their grouping is the result of being spread across more than one Single Location.
 6. "Hand Sanitizer" shall mean any hand antiseptic, hand rub, soap, or agent applied to the hands for the purpose of removing common pathogens.
 7. "Live Performance Venue" shall mean any indoor or outdoor location that requires patrons to purchase a license to attend an event featuring live musical, dramatical, automotive, educational, or any other type of entertainment performed before in-person patrons. This definition shall not include Restaurants and Dining Rooms, school, university, college, or technical college classrooms or lecture halls, banquet facilities, private event facilities, private reception venues, weddings, drive-in venues, or events held as part of a Convention. This definition shall specifically not include outdoor recreational fields used for amateur sporting events – as provided in Section IX of this Executive Order, titled "Sports & Live Performance Venues," such fields and accompanying seating, if any, shall operate pursuant to the guidelines for non-Critical Infrastructure.
 8. "Local Option Face Covering Requirement" shall mean a requirement imposed by a municipal, county, or other

government entity that individuals wear face masks or face coverings when not able to maintain Social Distancing from non-cohabitating persons that is permitted by the terms of this Executive Order.

9. "Necessary Travel" shall mean such travel as is required to conduct or participate in Essential Services or Critical Infrastructure as defined by this Order.
10. "Overnight Summer Camp" shall mean a Summer Camp where Campers stay overnight on the Summer Camp premises. This term shall not include those entities commonly referred to as "day camps."
11. "Personal Protective Equipment" shall mean surgical masks, N95 masks, respirators, other face masks, protective gloves, protective clothing, protective garments, and shoe coverings.
12. "Restaurants and Dining Rooms" shall mean any entity defined as a "food service establishment" pursuant to Code Section 26-2-370(2).
13. "Shelter in Place" shall mean a person is required to remain in their home or place of residence and take every possible precaution to limit social interaction to prevent the spread or infection of COVID-19 to themselves or any other person, subject to the provisions and exceptions of this Order.
14. "Single Location" shall mean a space where all persons gathered cannot maintain at least six (6) feet of distance between themselves and any other person.
15. "Social Distancing" shall mean keeping space between yourself and other people outside of your home or place of residence. Persons practicing Social Distancing should stay at least six (6) feet from other people, avoid assembling in groups, avoid crowded places, and avoid large crowds. This provision shall not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place of residence.
16. "Summer Camp" shall mean any entity offering organized sessions of supervised recreational, athletic, or instructional activities held between typical school terms. This term shall include those entities commonly referred to as "day camps."
17. "Symptoms of COVID-19" shall mean symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19 and shall include at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea.
18. "Threshold Requirement" shall mean the prevalence in a county of confirmed cases of COVID-19 over the previous fourteen (14) days is equal to or greater than one hundred

(100) cases per one hundred thousand (100,000) people according to the Georgia Department of Public Health.

19. "Worker" shall include employees, independent contractors, agents, volunteers, or other representatives of a business, establishment, corporation, non-profit corporation, organization, or other entity.

III. SHELTERING IN PLACE

IT IS FURTHER

ORDERED: That this Section, titled "Sheltering in Place" shall be effective upon signature through the expiration of this Executive Order.

IT IS FURTHER

ORDERED: That all residents and visitors of the State of Georgia who meet the following criteria for higher risk of severe illness as defined by the Centers for Disease Control and Prevention are required to Shelter in Place within their homes or places of residence:

1. Those persons who live in a nursing home or long-term care facility, including inpatient hospice, assisted living communities, personal care homes, intermediate care homes, community living arrangements, and community integration homes.
2. Those persons who have chronic lung disease.
3. Those persons who have moderate to severe asthma.
4. Those persons who have severe heart disease.
5. Those persons who are immunocompromised. Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medication.
6. Those persons, of any age, with class III or severe obesity.
7. Those persons diagnosed with the following underlying medical conditions: diabetes, liver disease, and persons with chronic kidney disease undergoing dialysis.

IT IS FURTHER

ORDERED: That persons required to Shelter in Place shall be permitted to engage in the following activities:

1. Conducting or participating in Essential Services;
2. Performing Necessary Travel;

3. Engaging in gainful employment or the performance of, or travel to and from the performance of, minimum necessary activities to maintain the value of a business, establishment, corporation, non-profit corporation, or organization not classified as Critical Infrastructure; or
4. Working in or for Critical Infrastructure and being actively engaged in the performance of, or travel to and from, their respective employment.

IT IS FURTHER

ORDERED:

That persons required to Shelter in Place shall not receive visitors, except as follows:

1. Visitors providing medical, behavioral health, or emergency services or medical supplies or medication, including home hospice;
2. Visitors providing support for the person to conduct activities of daily living or instrumental activities of daily living;
3. Visitors providing necessary supplies and services, such as food and supplies for household consumption and use, supplies and equipment needed to work from home, and products needed to maintain safety, sanitation, and essential maintenance of the home or residence; or
4. Visitors received during end-of-life circumstances.

To the extent practicable under the circumstances, visitors shall maintain a minimum distance of six (6) feet between themselves and all other occupants of the person's home or residence. Any visitors visiting for the sole purpose of delivering medication, supplies, or other tangible goods shall, to the extent practicable, deliver such items in a manner that does not require in-person contact or require the deliverer to enter the person's home or residence.

IT IS FURTHER

ORDERED:

That the provisions of this Order related to visitors listed in the immediately preceding paragraph shall be strictly enforced upon nursing homes or other long-term care facilities, including inpatient hospice, assisted living communities, personal care homes, intermediate care homes, community living arrangements, and community integration homes.

IT IS FURTHER

ORDERED:

That an exception to any Shelter in Place requirement set forth hereunder applies in the event of an emergency. In such cases, persons are encouraged to leave their homes or residences and

Shelter in Place in accordance with the rules included in this Order at a safe alternate location. Persons experiencing homelessness are urged to obtain shelter and contact governmental and other entities for assistance.

IV. RESTAURANTS & DINING SERVICES

IT IS FURTHER

ORDERED:

That all Restaurants and Dining Rooms as well as all banquet facilities, private event facilities, and private reception venues where food is served that operate during the effective dates of this Order **shall** implement measures which mitigate the exposure and spread of COVID-19 among its patrons and workforce. Such measures **shall** include the following:

1. Screen and evaluate Workers who exhibit Symptoms of COVID-19;
2. Require Workers who exhibit Symptoms of COVID-19 to not report to work or to seek medical attention. Per existing U.S. Food and Drug Administration Food Code requirements, Workers who are sick should remain home. If a Worker becomes ill or presents Symptoms of COVID-19 at work, the operator should identify the Worker's condition during a pre-work screening and send the Worker home. Restaurants shall create, maintain, and follow established policies regarding when Workers who have become ill are permitted to return to work. A Worker with known or suspected COVID-19 must follow Centers for Disease Control and Prevention guidelines to self-isolate for at least ten (10) days after onset of Symptoms of COVID-19 and end isolation only after Symptoms of COVID-19 have improved and the Worker has been fever-free and/or free of Symptoms of COVID-19 for three (3) consecutive days without medication before returning to work;
3. Implement teleworking for all possible Workers;
4. Implement staggered shifts for all possible Workers;
5. Hold all meetings and conferences virtually, whenever possible;
6. Train all Workers on the importance and expectation of increased frequency of handwashing, the use of Hand Sanitizers with at least 60% alcohol, and provide clear instruction to avoid touching hands to face;
7. Require Workers to wear face coverings while interacting with patrons. Workers may also wear face shields in addition to their face coverings. Such face coverings and face shields shall be cleaned or replaced daily;

8. Discourage Workers from using other Workers' phones, desks, offices, or other work tools and equipment;
9. Where possible, stagger workstations to avoid Workers standing adjacent to one another or next to each other. Where six (6) feet of separation is not possible, consider spacing options that include other mitigation efforts with increased frequency of cleaning and sanitizing surfaces;
10. Establish a limit for the maximum number of Workers permitted in Worker breakrooms to reduce contact;
11. Prohibit handshaking and other unnecessary person-to-person contact in the workplace;
12. Increase physical space between Workers and patrons;
13. Limit contact between Workers and patrons;
14. Discard all food items that are out of date;
15. If providing salad bars and buffets, use cafeteria style service where a Worker is responsible for serving the patron, handling the utensils, and ensuring proper distancing in lines, or require that Hand Sanitizer is provided on the buffet or salad bar, that a sneeze guard is properly in place, that Social Distancing is enforced, and that utensils are replaced regularly;
16. If providing a "grab and go" service, stock coolers to no more than minimum levels;
17. Ensure the Food Safety Manager certification of the person in charge is up-to-date and provide food handler training to refresh Workers;
18. Thoroughly detail, clean, and sanitize the entire facility regularly, focusing such cleaning and sanitation on high contact areas that would be touched by Workers and/or patrons;
19. Between diners, clean and sanitize table condiments, digital ordering devices, check presenters, self-service areas, tabletops, and commonly touched areas, and discard single use items;
20. Use rolled silverware and eliminate table presets;
21. Remove items from self-service drink, condiment, utensil, and tableware stations and have Workers provide such items to patrons directly wherever practicable;
22. The use of disposable paper menus is strongly encouraged, which should be discarded after each patron use. Otherwise, businesses subject to this Section shall clean and sanitize reusable menus between each use by a patron. Non-touch menus are also acceptable for use;
23. Clean and sanitize restrooms regularly, check restrooms based on the frequency of use, and always ensure adequate supply of soap and paper towels;

24. Implement procedures to increase cleaning and sanitizing frequency of surfaces in the back-of-house. Avoid all food contact surfaces when using disinfectants;
25. Verify that ware-washing machines are operating at the required wash and rinse temperatures and with the appropriate detergents and sanitizers;
26. Redesigning seating arrangements to ensure at least six (6) feet of separation from seating to seating or utilizing physical barriers to separate groups of seating within six (6) feet;
27. Where practical, consider a reservations-only business model or call-ahead seating;
28. Post signage on entrances that no one with Symptoms of COVID-19 is permitted in the facility;
29. Where practicable, physical barriers such as partitions or Plexiglas at registers should be used;
30. Use technological solutions where possible to reduce person-to-person interaction: mobile ordering, mobile access to menus to plan, text on arrival for seating, and contactless payment options;
31. Provide Hand Sanitizer for use by patrons, including contactless hand sanitizing stations when available;
32. Do not allow patrons to congregate on restaurant premises or the curtilage thereof. Design a process to ensure patron separation while waiting to be seated that can include floor markings, outdoor distancing, or waiting in cars;
33. If possible, use an exit from the facility separate from the entrance;
34. Mark ingress/egress to and from restrooms to establish paths that mitigate proximity for patrons and Workers; and
35. All restaurant or dining room playgrounds shall be cleaned and sanitized regularly if in use.

IT IS FURTHER

ORDERED: That none of the provisions of Section IV of this Order, titled “Restaurants & Dining Services,” shall apply to the operation of dine-in services in hospitals, health care facilities, nursing homes, or other long-term care facilities, but such facilities should implement measures to prevent the spread of COVID-19 if possible.

IT IS FURTHER

ORDERED: That the routine inspection timelines under Georgia Administrative Rule 511-6-1-.10(2) may be extended by the Georgia Department of Public Health by one hundred and twenty (120) days for any permit holder of a food service establishment maintaining an “A” food safety grade for any such food service establishment which was scheduled

to have a routine inspection at any time between March 14, 2020 and September 10, 2020.

IT IS FURTHER

ORDERED: To the extent that the provisions of Section IV of this Order, titled “Restaurants & Dining Services,” conflict with the provisions of Section V of this Order, titled “Industry & Commerce,” the provisions of Section IV shall control.

V. INDUSTRY, COMMERCE, ORGANIZATIONS, & NON-PROFITS

IT IS FURTHER

ORDERED: That the Georgia Department of Economic Development is authorized to issue guidance to any business, corporation, organization, or industry trade group regarding its status as Critical Infrastructure. This guidance shall not require a finding of fact but shall be in writing and shall be considered a final agency action for the purpose of proceedings under Code Section 50-13-19.

IT IS FURTHER

ORDERED: Critical Infrastructure that continue in-person operation during the effective dates of this Order ***shall*** implement measures which mitigate the exposure and spread of COVID-19. Such measures ***may*** include, but shall not be limited to the following, which shall be implemented to the maximum extent practicable:

1. Screening and evaluating Workers who exhibit Symptoms of COVID-19;
2. Requiring Workers who exhibit Symptoms of COVID-19 to not report to work or to seek medical attention;
3. Enhancing sanitation of the workplace as appropriate;
4. Disinfecting common surfaces regularly;
5. Requiring handwashing or sanitation by Workers at appropriate places within the business location;
6. Prohibiting Gatherings of Workers during working hours;
7. Permitting Workers to take breaks and lunch outside, in their office or personal workspace, or in such other areas where proper Social Distancing is attainable;
8. Implementing teleworking for all possible Workers;
9. Implementing staggered shifts for all possible Workers;
10. Holding all meetings and conferences virtually, whenever possible;
11. Delivering intangible services remotely, whenever possible;

12. Discouraging Workers from using other Workers' phones, desks, offices, or other work tools and equipment;
13. Prohibiting handshaking and other unnecessary person-to-person contact in the workplace;
14. If in use, open sales registers must be at least six (6) feet apart;
15. Point of sale equipment, including PIN entry devices and signature pads, should be frequently cleaned and sanitized; and
16. Placing notices that encourage hand hygiene at the entrance to the workplace and in other workplace areas where they are likely to be seen.

IT IS FURTHER

ORDERED:

That all businesses, establishments, corporations, non-profit corporations, or organizations that are *not* Critical Infrastructure that continue in-person operations during the effective dates of this Order ***shall*** implement measures which mitigate the exposure and spread of COVID-19 among its workforce. Such measures ***shall*** include the following:

1. Screening and evaluating Workers who exhibit Symptoms of COVID-19;
2. Posting a sign on the front of the facility stating that individuals who have Symptoms of COVID-19 shall not enter the store;
3. Requiring Workers who exhibit Symptoms of COVID-19 to not report to work or to seek medical attention;
4. Enhancing sanitation as appropriate;
5. Disinfecting common surfaces regularly;
6. Requiring handwashing or sanitation at appropriate places within the location;
7. Prohibiting Gatherings during hours of operation;
8. Permitting Workers to take breaks and meals outside, in their office or personal workspace, or in such other areas where proper Social Distancing is attainable;
9. Implementing teleworking as practicable;
10. Implementing staggered shifts as practicable;
11. Holding all meetings and conferences virtually as practicable;
12. Delivering intangible services remotely as practicable;
13. Discouraging use of other Worker's phones, desks, offices, or other tools and equipment;
14. Prohibiting handshaking and unnecessary person-to-person contact;
15. Placing notices that encourage hand hygiene at the entrance to the facility and in other areas where they are likely to be seen;

16. For retailers and service providers, providing for alternative points of sale outside of buildings, including curbside pick-up or delivery of products and/or services if an alternative point of sale is permitted under Georgia law;
17. For retailers and service providers, open sales registers must be at least six (6) feet apart;
18. Point of sale equipment, including PIN entry devices and signature pads, should be frequently cleaned and sanitized;
19. Increasing physical space between Workers and patrons; and
20. If the entity engages volunteers or has members of the public participate in activities, prohibiting volunteering or participation in activities for persons diagnosed with COVID-19, having exhibited Symptoms of COVID-19, or having had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days.

IT IS FURTHER

ORDERED:

That Critical Infrastructure and all other businesses, establishments, corporations, non-profit corporations, or organizations that continue in-person operation during the effective dates of this Order **should** implement the following measures if practicable:

1. Providing Personal Protective Equipment as available and appropriate to the function and location of the Worker within the business location;
2. Providing disinfectant and sanitation products for Workers to clean their workspace, equipment, and tools; and
3. Increasing physical space between Workers' worksites to at least six (6) feet.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements above, Food Establishments (such as retail and wholesale grocery stores), as defined by Ga. Comp. R. & Regs. r. 40-7-1-.02 but not to include food processing plants or wholesale sandwich and salad manufacturers, **shall** implement additional measures to those listed above as practicable. Such measures **may** include, but shall not be limited to the following, which shall be implemented to the maximum extent practicable:

1. Scheduling specific hours of operation for vulnerable populations to shop;
2. Reducing store hours to allow for increased cleaning and sanitation while the store is closed;
3. Enacting policies and procedures to encourage Social Distancing for patrons and Workers. Measures may include:

- a. Protective Plexiglass screens at service counters and at cash registers;
 - b. Decals on the floor or aisles with messaging on Social Distancing;
 - c. Signs throughout the store giving visuals on Social Distancing;
 - d. Limited occupancy if store becomes too crowded; and
 - e. Use of one-way aisles;
4. Providing Personal Protective Equipment as available and appropriate to the function and location of the Worker within the business location;
 5. Encouraging patrons to wear face coverings;
 6. Utilizing in-store messaging to educate and remind patrons and Workers on recommended hygiene and Social Distancing;
 7. Adding additional Workers to specifically oversee increased sanitation of grocery carts, and other high-touch areas such as door handles, point of sales equipment, conveyor belts, and other surfaces;
 8. Checking restrooms regularly, cleaning and sanitizing based on frequency of use, and always ensuring adequate supply of soap and paper towels;
 9. Allowing time for frequent handwashing for Workers, including cashiers, that interact directly with patrons;
 10. Increasing or adding hand sanitizing stations around stores for patrons and Workers; and
 11. Procuring options with third-party cleaning companies to assist with the increased cleaning demands as needed.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements above, gyms and fitness centers **shall** implement additional measures to prevent the spread of COVID-19, as practicable. Such measures **shall** include:

1. Placing signage at any entrance to instruct patrons that they cannot enter if they have been diagnosed with COVID-19, have Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19;
2. Placing signage at any entrance and throughout the facility to instruct patrons of the enhanced sanitation procedures, Social Distancing requirements, and other instructions and limitations, as applicable, set forth below;
3. If Workers are present at the gym or fitness center, screening patrons at the entrance and prohibiting entrance for patrons exhibiting Symptoms of COVID-19;
4. Limiting occupancy to enforce Social Distancing requirements and to prohibit Gatherings;

5. Utilizing contactless forms of patron check-in;
6. Providing Hand Sanitizer stations as available for patrons;
7. Providing antibacterial sanitation wipes as available at or near equipment and requiring users to wipe down the equipment before and after use;
8. Requiring Workers, if any, to patrol patron areas to enforce the equipment wipe-down policy and conduct additional cleanings during times when equipment is not being used;
9. Limiting use of cardio machines to every other machine or distancing machines to maintain acceptable Social Distancing between users;
10. Enforcing Social Distancing and prohibiting congregating between non-cohabitating patrons, especially in pools, group fitness classes, and areas where group sports regularly occur;
11. Encouraging patrons to conduct their workout and exit the facility without unnecessary delay;
12. Complying with the regulations for "Childcare Facilities" included in Section VII of this Order titled "Education & Children" if childcare services are provided;
13. In addition to the regular cleaning schedule, cleaning and sanitizing high touch surfaces, bathrooms, and locker rooms regularly throughout hours of operation;
14. Prohibiting patrons from sharing equipment without cleaning and sanitizing between uses;
15. Practicing Social Distancing between trainers and patrons as practicable;
16. Requiring no less than ten (10) feet of distance between patrons participating in group fitness classes; and
17. Requiring rooms and equipment used for group fitness classes to be disinfected between classes.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements above, body art studios permitted pursuant to Code Section 31-40-2, businesses registered pursuant to Code Sections 43-10-11 and 43-10-18, estheticians as defined by Code Section 43-10-1(8), hair designers as defined by Code Section 43-10-1(9), persons licensed to practice massage therapy pursuant to Code Section 43-24A-8, and tanning facilities as defined by Code Section 31-38-1(6) **shall** implement additional measures to prevent the spread of COVID-19, as practicable. Such measures **shall** include:

1. Encouraging patrons to use Hand Sanitizer upon entering the facility and before any treatment;
2. Posting signs at the entrance and at eye-level at each workstation stating that any patron who has Symptoms of COVID-19 must reschedule their appointment;

3. Allowing only one patron per service provider in the business at any one time;
4. Allowing one parent to be within a facility if their minor child is receiving a haircut;
5. Encouraging patrons to wait in their vehicle or outside the establishment until the service provider is ready, or patrons may wait in a waiting area inside the facility provided that all seating within the waiting area is spaced so that no waiting patron is seated within six (6) feet of any other person and all waiting patrons are required to wear face coverings;
6. Staggering use of every-other workstation or spacing workstations more than ten (10) feet apart, whichever option is practicable given the facility's configuration;
7. Staggering work schedules so that no more than 50% of the normal number of Workers providing services will be in the business at a time;
8. Requiring Workers to wear masks or face coverings while providing service to a patron;
9. Sanitizing all equipment, chairs, and tables used by Workers and patrons between each client visit;
10. Utilizing disposable materials and supplies as much as practicable according to state rules and regulations; and
11. Training all Workers on additional measures.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements above, indoor movie theaters and cinemas choosing to operate during the effective dates of this Order **shall** implement additional measures to prevent the spread of COVID-19. Such measures **shall** include:

1. Each party of patrons must be seated at least six (6) feet apart;
2. At least one usher must be used in each theater room before and at some point during each showing to ensure that proper Social Distancing protocol is enforced;
3. Seats, armrests, handrails, doors, doorknobs, and door handles in each theater must be thoroughly sanitized before and after each showing;
4. Tape may be applied to floors at ticket counters and concession stands to enforce proper Social Distancing protocol for patrons who are waiting in line;
5. Restrooms must be cleaned and disinfected regularly, and touchpoints must be cleaned and sanitized no less than once per hour;
6. Food service areas must adhere to the same guidelines set forth in Section IV, titled "Restaurants & Dining Services", above; and

7. Playgrounds, if any, must be cleaned and sanitized regularly if in use.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements above, bowling alleys choosing to operate during the effective dates of this Order ***shall*** implement additional measures to prevent the spread of COVID-19. Such measures ***shall*** include:

1. Placing signage at entrance and throughout the facility to instruct patrons of Social Distancing requirements and other instructions and limitations, as applicable;
2. Providing Hand Sanitizer stations for patrons throughout the facility;
3. Food service areas must adhere to the same guidelines set forth in Section IV, titled “Restaurants & Dining Services”, above;
4. Tape may be applied to floors at ticket counters and rental stations to enforce proper Social Distancing protocol for patrons who are waiting in line;
5. Staggering use of lanes so that only every other lane or every third lane is in use to maintain proper Social Distancing between groups of patrons. Each party of patrons must be seated at least six (6) feet apart;
6. Score keeping machines, ball returns, tables, seats, and other fixtures at each bowling lane must be thoroughly sanitized before and after each party;
7. Bowling balls and bowling shoes must be thoroughly sanitized before and after each party; and
8. Playgrounds, if any, must be cleaned and sanitized regularly if in use.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements above for non-Critical Infrastructure, businesses which possess a license to operate as or otherwise meet the definition of “bar” as defined by Code Section 3-1-2(2.1) ***shall*** implement additional measures to prevent the spread of COVID-19, as practicable. Such measures ***shall*** include:

1. Screening and evaluating Workers who exhibit Symptoms of COVID-19;
2. Requiring Workers who exhibit Symptoms of COVID-19 to not report to work or to seek medical attention. Per existing U.S. Food and Drug Administration Food Code requirements, Workers who are sick should remain home. If a Worker becomes ill or presents Symptoms of COVID-19, the operator

should identify the Worker's condition during a pre-work screening and send the Worker home. Bars shall create, maintain, and follow established policies regarding when Workers who have become ill are permitted to return to work. A Worker with known or suspected COVID-19 must follow Centers for Disease Control and Prevention guidelines to self-isolate for at least ten (10) days after onset of Symptoms of COVID-19 and end isolation only after Symptoms of COVID-19 have improved and the Worker has been free of Symptoms of COVID-19 for three (3) consecutive days without medication before returning to work;

3. Limiting the number of total persons inside the bar to fifty (50) persons or thirty-five percent (35%) of total listed fire capacity occupancy of the entire bar, whichever is greater;
4. Implementing teleworking for all possible Workers;
5. Implementing staggered shifts for all possible Workers;
6. Holding all meetings and conferences virtually, whenever possible;
7. Training all Workers on the importance and expectation of increased frequency of handwashing, the use of Hand Sanitizers with at least 60% alcohol, and provide clear instruction to avoid touching hands to face;
8. Requiring all Workers to wear face coverings at all times. Workers may also wear face shields in addition to their face coverings. Such face coverings and face shields shall be cleaned or replaced daily;
9. Discouraging Workers from using other Workers' phones, workstations, or other work tools and equipment;
10. Where possible, staggering workstations to avoid Workers standing adjacent to one another or next to each other. Where six (6) feet of separation is not possible, consider spacing options that include other mitigation efforts with increased frequency of cleaning and sanitizing surfaces;
11. Establishing a limit for the maximum number of Workers permitted in Worker breakrooms to reduce contact;
12. Prohibiting handshaking and other unnecessary person-to-person contact in the workplace;
13. Enforcing Social Distancing of non-cohabitating persons while present on such entity's leased or owned property;
14. Increasing physical space between Workers and patrons;
15. Limiting contact between Workers and patrons;
16. Thoroughly detailing, cleaning, and sanitizing the entire facility prior to reopening and continue to do so regularly, focusing such cleaning and sanitation on high contact areas that would be touched by Workers and/or patrons;
17. Between patrons, cleaning and sanitizing tables, digital ordering devices, check presenters, self-service areas,

- tabletops, and commonly touched areas, and discarding single use items;
18. Removing any self-service items and have Workers provide such items to patrons directly wherever practicable;
 19. Requiring the use of disposable paper menus, if applicable, and discarding such menus after each patron use. Non-touch menus are also acceptable for use;
 20. Cleaning and sanitizing restrooms regularly, checking restrooms based on the frequency of use, and always ensuring adequate supply of soap and paper towels;
 21. Implementing procedures to increase cleaning and sanitizing frequency of surfaces;
 22. Verifying that ware-washing machines are operating at the required wash and rinse temperatures and with the appropriate detergents and sanitizers;
 23. Establishing seating areas for patrons to discourage loitering at the bar or in commonly trafficked areas;
 24. Providing service only to seated patrons, or, if not applicable, to patrons in designated areas that are practicing Social Distancing;
 25. Redesigning seating arrangements to ensure at least six (6) feet of separation from seating to seating or utilizing physical barriers to separate groups of seating within six (6) feet;
 26. Limiting party size at tables to no more than six (6) patrons;
 27. Where practical, considering a reservations-only business model or call-ahead seating;
 28. Posting signage on entrances that no one with Symptoms of COVID-19 is permitted in the facility;
 29. Where practicable, physical barriers such as partitions or Plexiglas at registers should be used;
 30. Using technological solutions where possible to reduce person-to-person interaction: mobile ordering, mobile access to menus to plan, text on arrival for seating, and contactless payment options;
 31. Providing Hand Sanitizer for use by patrons, including contactless hand sanitizing stations when available;
 32. Preventing patrons from congregating on bar premises or the curtilage thereof; designing a process to ensure patron separation that can include floor markings or outdoor distancing;
 33. If possible, using an exit from the facility separate from the entrance;
 34. Marking ingress/egress to and from restrooms to establish paths that mitigate proximity for patrons and Workers;
 35. Preventing activities that enable close human contact;
 36. Establishing pathways for patrons' ingress and egress and ensuring that they are clear and unobstructed;

37. Setting up hand sanitizing stations at every entrance to the establishment and encouraging patrons to use Hand Sanitizer upon entering;
38. Requiring Workers to wash or sanitize their hands upon entering the establishment, and between interactions with patrons; and
39. Sanitizing the bar at least twice daily before opening and after closing.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements above for non-Critical Infrastructure, operators of amusement rides as defined by Code Section 25-15-51, traveling carnivals, water parks, circuses, and other temporary amusement rides operating during the effective dates of this Order ***shall*** implement additional measures to prevent the spread of COVID-19. Such measures ***shall*** include:

1. Enforcing social distancing at all times;
2. Display signage and ground markers that encourage Social Distancing;
3. Increasing physical space between Workers and patrons;
4. Limiting contact between Workers and patrons;
5. Providing online training programs for workers instructing them on how to stay safe and keep patrons safe;
6. Providing workers with Personal Protective Equipment, as appropriate;
7. Requiring Workers to wear face coverings at all times;
8. Other than at water parks, encouraging patrons to wear face coverings at all times when they are not experiencing a ride or an attraction;
9. Utilizing touch-free or contactless payment options when possible;
10. Limiting occupancy on the premises to allow for patrons to abide by the Gathering ban at all times;
11. Prohibiting parties from entering when at least one patron in the party is exhibiting Symptoms of COVID-19;
12. Communicating new operational procedures to guests prior to arrival, on the attraction's website, and through social media to establish expectations and instill confidence, including:
 - i. Identifying Symptoms of COVID-19;
 - ii. Notifying patrons that if anyone in their party is experiencing Symptoms of COVID-19, the entire party will be denied entry;
 - iii. Directives on wearing masks/ face coverings for employees and guests;

- iv. Social Distancing guidelines;
 - v. Capacity limits that facilitate Social Distancing;
 - vi. Enhanced cleaning and sanitization protocols;
 - vii. Use of temperature checks/thermal scanning cameras; and
 - viii. Procedures for isolating and seeking medical assistance for a patron or worker who may become ill on the premises.
13. Establishing uniform entrances where patrons are screened;
 14. Prohibiting entrance of patrons exhibiting Symptoms of COVID-19;
 15. Placing signage at any entrance to instruct patrons that they cannot enter if they have been diagnosed with COVID-19, have Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days;
 16. Implementing processes to perform contactless security checks, as appropriate;
 17. Reducing face-to-face purchase transactions when possible;
 18. Removing any self-service items and have Workers provide such items to patrons directly wherever practicable;
 19. Placing acrylic or other types of barriers or screens, including safety goggles, in areas where there is frequent patron-Worker contact;
 20. Placing signs that remind patrons to adhere to the guidelines published by the Centers for Disease Control and Prevention to prevent the spread of COVID-19;
 21. Requiring Workers to monitor queues and enforce Social Distancing and prevent Gatherings;
 22. Encouraging the use of Hand Sanitizer by patrons at the entrance of the premises and the entrance to all ride or attraction queues;
 23. Cleaning and sanitizing the contact surfaces of any ride or attraction prior to opening and frequently throughout the day;
 24. Reducing the number of patrons per ride or attraction in the following manner:
 - i. For open-air rides where patrons are arranged in rows, such as roller coasters, log flumes, train rides, and similar types of rides and attractions, only allowing persons in the same party to be seated on the same row and only seating every other row;
 - ii. For open-air rides where patrons are arranged in groups, such as free-fall rides, rafting rides, and other similar types of rides and attractions, seating persons in the same party adjacent to each other and

- providing at least six (6) feet between non-cohabitating groups or patrons;
- iii. For open-air rides where patrons are seated in cars, such as bumper cars, sky lifts, classic Ferris wheels, swing rides, and similar types of rides and attractions, only allowing persons in the same party to be seated together in each car;
 - iv. For open-air rides where patrons are seated in an interspersed manner, such as carousels and similar types of rides and attractions, seating patrons so that there is at least six (6) feet between persons not in the same party;
 - v. For closed car rides, such as monorails, gondola-style Ferris wheels, and similar types of rides and attractions, only allowing persons in the same party to be seated together in each car or unit; and
 - vi. For self-guided rides where enforcing Social Distancing is not practicable and there are surfaces subject to multiple contacts, such as fun houses, ball pits, jump-arounds, haunted houses, and similar types of rides and attractions, closing such rides or attractions unless Social Distancing can be enforced and the ride or attraction can be sanitized between groups of participants.
- 25. Reconfiguring queues so that patrons must adhere to Social Distancing while waiting on a ride or attraction;
 - 26. Recognizing that it may not be possible to open some attractions if Social Distancing and sanitation protocols cannot be implemented;
 - 27. Reconfiguring locker arrangements or availability to allow for Social Distancing;
 - 28. Sanitizing lockers frequently throughout the day;
 - 29. Reconfiguring seating and lounge areas to allow for Social Distancing;
 - 30. Cleaning and sanitizing restrooms regularly, checking restrooms based on the frequency of use, and ensuring adequate supply of soap and paper towels at all times;
 - 31. Implementing procedures to increase cleaning and sanitizing frequency of surfaces;
 - 32. Food service areas must adhere to the same guidelines set forth in Section IV of this Order, titled "Restaurants & Dining Services;" and
 - 33. Water parks and water amusement rides shall implement the following additional measures:
 - i. Ensuring pool water is treated in accordance with Georgia Department of Public Health and applicable county pool ordinance or Boards of Health

- regulations;
- ii. Utilizing a timed or controlled entry system to limit patron distancing in pools to allow for Social Distancing and have Workers regularly monitor capacity;
- iii. Not opening wave pools and other rides or attractions where capacity, wave thrust, and Social Distancing cannot be effectively managed; and
- iv. Following applicable guidance from the Georgia Department of Public Health and Centers for Disease Control and Prevention on managing public swimming pools.

IT IS FURTHER

ORDERED: That in instances where persons are working outdoors without regular contact with other persons, such as delivery services, contractors, landscape businesses, and agricultural industry services, such persons ***shall*** only be required to practice Social Distancing and implement sanitation processes as necessary and practicable.

VI. HEALTHCARE

IT IS FURTHER

ORDERED: That any person, service, or entity delivering healthcare during the effective dates of this Order shall adhere to the guidelines listed in Section V for Critical Infrastructure in addition to the guidelines listed in this Section.

IT IS FURTHER

ORDERED: That to the extent possible, hospitals, health care institutions, medical facilities, nursing homes, and other long-term care facilities should offer in-room dining.

IT IS FURTHER

ORDERED: That the Georgia Board of Dentistry shall be authorized to issue temporary licenses to dental hygienist applicants who graduated in 2020 from an accredited dental hygiene school and have yet to take their licensing exam due to said exam being postponed or cancelled as a result of COVID-19. Such temporary licenses shall allow a graduate dental hygienist applicant to work under the direct supervision of a licensed supervising dentist during the period of

temporary licensure. Guidelines for the requirements and procedure for the application of the temporary license shall be issued by the Georgia Board of Dentistry. Code Section 43-11-70.1 and Ga. Comp R. & Regs. R. 150-5-.02(2) shall be suspended to the extent that they would prohibit the issuance of such temporary licenses. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

IT IS FURTHER

ORDERED:

That the Georgia Board of Dentistry shall be authorized to issue temporary licenses to dental applicants who graduated in 2020 from an accredited dental college and have yet to take their licensing exam due to said exam being postponed or cancelled as a result of COVID-19. Such temporary licenses shall allow a graduate dental applicant to work under the direct supervision of a licensed supervising dentist during the period of temporary licensure. Guidelines for the requirements and procedure for the application of the temporary license shall be issued by the Georgia Board of Dentistry. Code Section 43-11-42 and Ga. Comp R. & Regs. R. 150-3-.04(1)(a) shall be suspended to the extent that they would prohibit the issuance of such temporary licenses. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

VII. EDUCATION & CHILDREN

IT IS FURTHER

ORDERED:

That the State Board of Education shall provide rules, regulations, and guidance for the operation of public elementary and secondary schools for local boards of education relying on Code Section 20-2-168(c)(2) to depart from a strict interpretation of the definition of “school year,” “school month,” or “school day.” Such rules, regulations, and guidance promulgated by the State Board of Education shall adhere to, and shall not conflict with, guidance issued by the Georgia State Health Officer, the Georgia Department of Public Health, and the American Academy of Pediatrics.

IT IS FURTHER

ORDERED: That nothing in this Order shall prevent any school, technical school, college, or university from requiring faculty and Workers to attend meetings or other necessary activities at a school or facility for the purpose of supporting distance learning, research, administration, maintenance, or preparation for the 2020-2021 school year.

IT IS FURTHER

ORDERED: That because of the limited resources of school districts in this state, schools and school districts shall not be required to comply with the ban on Gatherings, but during the effective dates of this Order, such schools and school districts **shall** implement additional measures to prevent the spread of COVID-19 among Workers and students while present on school campuses. Such measures **shall** include:

1. Screening and evaluating Workers and students who exhibit Symptoms of COVID-19;
2. Requiring Workers and students who exhibit Symptoms of COVID-19 to not report to school and to seek medical attention;
3. As appropriate and practicable at the discretion of the local school board or applicable board of directors, requiring Workers and students to take mitigating steps to prevent the spread of COVID-19, which may include requiring Workers and students to wear face masks or face coverings while indoors on school property during school hours;
4. As practicable, enforcing social distancing protocol before, during, between, and after all athletic, educational, musical, and other group activities—especially when such activities require students to exercise, sing, or play a brass or woodwind instrument;
5. As practicable, reducing class sizes, or moving classes into larger or more open spaces such as gymnasiums, stadiums, arenas, or outdoor areas to better facilitate social distancing measures;
6. Ensuring ventilation systems operate properly and increasing circulation of air within facilities as practicable;
7. Enhancing sanitation of the school as appropriate;
8. Disinfecting common surfaces regularly;
9. Encouraging handwashing or sanitation by Workers and students at appropriate places within the school;
10. Permitting students and Workers to take breaks and lunch outside, in their personal study space, workspace, or in such other areas where proper Social Distancing is attainable;

11. Holding all meetings and conferences virtually, whenever possible;
12. Discouraging students from using other students' phones, desks, offices, or other work tools and equipment;
13. Discouraging handshaking and other unnecessary person-to-person contact; and
14. Placing notices that encourage hand hygiene at the entrance to the school and in other areas where they are likely to be seen.

IT IS FURTHER

ORDERED: That all Child Care Learning Centers and Family Child Learning Homes under the jurisdiction of the Georgia Department of Early Care and Learning shall maintain Worker-Child Ratios set forth by the Georgia Department of Early Care and Learning.

IT IS FURTHER

ORDERED: That in addition to the requirements for businesses, establishments, corporations, non-profit corporations, or organizations that are not Critical Infrastructure set forth in Section V above and the standard hygiene, sanitation, and disinfection licensing rules promulgated by the Georgia Department of Early Care and Learning, all Childcare Facilities that operate during the effective dates of this Order ***shall*** implement additional measures to prevent the spread of COVID-19. Such measures ***shall*** include the following:

1. Screening and evaluating all children prior to them entering the classroom for Symptoms of COVID-19;
2. Prohibiting children from entering a classroom if they exhibit any Symptoms of COVID-19;
3. Prohibiting unnecessary visitors;
4. Providing meals in classrooms rather than in congregated or communal settings where possible;
5. Restricting families' access to the front door of the facility or the door of their respective child's classroom only;
6. Surfaces and objects that are frequently touched must be sanitized regularly, including, but not limited to, toys, games, and objects or surfaces not ordinarily cleaned daily;
7. Toys and games that cannot be cleaned and sanitized should not be used;
8. Toys that children have placed in their mouths or that are otherwise contaminated by body secretions or excretions should be set aside until they are cleaned by hand by a person wearing gloves;

9. Machine-washable cloth toys should be used by one individual at a time or should not be used at all and should be laundered before being used by another child;
10. Toys used by a group of children must be washed and sanitized before they may be used by children in a different group or classroom;
11. Items that need to be cleaned should be set aside in a dish pan with soapy water or in a separate container marked for soiled toys;
12. Only bedding (sheets, pillows, blankets, and sleeping bags) that can be washed may be used. Each child's bedding must be kept separate and, to the extent practicable, should be stored in individually labeled bins, cubbies, or bags. Cots and mats should be labeled for each child and any bedding that touches a child's skin should be cleaned weekly or before use by any other child; and
13. Workers should sign children in and out of the facility for families if a computer or keypad system inside the facility is used. If a tablet located outside the facility is used by families during drop-off and pick-up, the tablet must be disinfected after each use. If a paper sign-in system is used for sign-in, writing utensils should be sanitized after each use if families are permitted to sign children in themselves.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements for non-Critical Infrastructure above, Summer Camps and Overnight Summer Camps **shall** implement additional measures to prevent the spread of COVID-19. Such measures **shall** include, but are not limited to, the following:

1. Placing signage at any entrance to instruct Campers that they cannot enter if they have been diagnosed with COVID-19, have exhibited Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days;
2. Placing signage at any entrance and throughout the facility to instruct Campers of the enhanced sanitation procedures, Social Distancing requirements, and other instructions and limitations, as applicable, set forth below;
3. Screening Campers at drop-off and preventing any Camper from entering that exhibits Symptoms of COVID-19;
4. Requiring that any persons exhibiting Symptoms of COVID-19 at any time while at the Summer Camp to be separated from the group immediately and requiring such person to leave the camp facility as soon as practicable;

5. Prohibiting any Worker or Camper that has stayed home sick, been prevented from entering camp due to Symptoms of COVID-19, or been sent home during camp due to Symptoms of COVID-19 from attending camp again until they have either had a negative COVID-19 test or have been fever and fever medication free for seventy-two (72) hours, other Symptoms of COVID-19 have improved, and at least ten (10) days have passed since Symptoms of COVID-19 first appeared;
6. Requiring parents dropping-off and picking-up Campers to remain in their vehicles;
7. Utilizing contactless forms of Camper check-in and check-out;
8. Implementing staggered drop-off and pick-up times, with specific times for each group of Campers, if practicable;
9. Providing Hand Sanitizer to Campers as soon as practicable upon drop-off;
10. Prohibiting unnecessary visitors to camp activities and facilities;
11. Discontinuing camp tours;
12. Providing training to Workers on how to identify Symptoms of COVID-19 in Campers, the proper processes for removing a potentially ill Camper, and the infection mitigation procedures to perform in such an event;
13. Providing an isolation area for sick Workers or Campers;
14. To the extent necessary, limiting groups to fifty (50) persons or less, including Workers and Campers, in a space where all persons gathered cannot maintain at least six (6) feet of distance between themselves and any other person;
15. To the extent possible, keeping the same Workers and Campers in the same group for the duration of the camp;
16. Enforcing Social Distancing between groups, prohibiting Gatherings, and prohibiting congregation among Campers belonging to different groups;
17. Providing a separate designated space for each Camper to store personal belongings throughout the duration of the camp;
18. Prohibiting use of camp facilities and equipment that are not able to be regularly sanitized;
19. To the extent possible, allowing only one group to use camp equipment at a time;
20. Sanitizing camp equipment after each group use;
21. Requiring Workers to patrol camp areas to enforce the equipment sanitization policy and conduct additional cleanings during times when equipment is not being used;
22. If swimming facilities are available, allowing each group to swim only once per day and staggering swimming times to avoid crowding at the swimming facilities;

23. If camp facilities are also open to other patrons, prohibiting contact between Campers and the facility's other patrons and requiring sanitization before and after camp use of any such shared facilities;
24. Providing Hand Sanitizer stations for Campers and requiring regular use;
25. Requiring Campers to wash or sanitize their hands during each group restroom break, snack break, and meal break;
26. For day camps, if possible, requiring Campers to bring their own lunch and snacks with them to camp each day, with all such food items being in a sealed lunch bag marked with the Camper's name;
27. Requiring all dining facilities to follow the criteria for restaurant dine-in services set forth in Section IV herein to the extent practicable;
28. Requiring Workers to wear gloves when helping Campers open items from meals and snacks;
29. If camp vehicles are used for transporting Campers to and from on-site or off-site activities, requiring Workers to sanitize each vehicle before and after use;
30. Requiring Workers to clean and sanitize bathrooms and all frequently touched surfaces regularly throughout the opening hours in addition to the regular cleaning schedule. Shared restrooms must be sanitized no less than twice per day;
31. Providing masks or other Personal Protective Equipment to Workers as available and appropriate to the function and location of Workers within the camp facility; and
32. Providing masks or other Personal Protective Equipment to Campers as available and appropriate to the activity and location of Campers within the camp facility; and
33. Overnight Summer Camps shall implement the following additional measures:
 - a. Campers and Workers shall be tested for COVID-19 prior to beginning an Overnight Summer Camp. Overnight Campers and Workers shall not be permitted to begin any Summer Camp unless they have received a negative test result for COVID-19 within twelve (12) days prior to beginning an Overnight Summer Camp. A Camper or Worker who receives a positive test result for COVID-19 shall not be allowed access to any Overnight Summer Camp facilities or Overnight Summer Camp activities until either:
 - i. The Camper or Worker has had no fever for at least seventy-two (72) hours, without taking fever-reducing medication, and

- ii. The Camper's or Worker's Symptoms of COVID-19 have shown progressive improvement, and
- iii. At least ten (10) days have elapsed from the date Symptoms of COVID-19 began,

or

- i. For a Camper or Worker who has received a laboratory-confirmed positive test result, but who has experienced no Symptoms of COVID-19, until at least ten (10) days have elapsed since the date of the first positive diagnostic test.
- b. Screening Workers and Campers each morning and evening. Persons exhibiting Symptoms of COVID-19 shall be separated from the group immediately and must leave the camp facility as soon as practicable;
- c. Requiring Workers to clean and sanitize overnight bunk rooms at least once per day;
- d. Sanitizing bunks and bunk mattresses at least once per week and before and after use by a new Worker or Camper;
- e. Limiting camp occupancy to the extent necessary to maintain overnight bunk room occupancy at twenty-five (25) persons, including Workers and Campers, or less per room;
- f. To the extent possible, arranging beds and bunk beds in overnight bunk rooms so that beds are six (6) feet apart and in a foot-to-foot style; and
- g. Requiring a Registered Nurse or Licensed Practical Nurse to be on site during all times that Campers are present at the camp facility to the extent practicable.

IT IS FURTHER

ORDERED:

That all Campers and Workers who stay overnight at an Overnight Summer Camp must remain on the Summer Camp premises at all times, except in case of emergency or for purposes of participating in an off-site activity that is part of the Overnight Summer Camp's program. Any Camper or Worker who leaves the premises of an Overnight Summer Camp for any reason shall be required to receive an additional negative test result for COVID-19 prior to re-entry. This provision shall not apply to Workers at Summer Camps who do not stay overnight, provided that such Workers wear a face covering and practice strict Social Distancing while on the premises of the Overnight Summer Camp.

IT IS FURTHER

ORDERED: That a Camper or Worker at a Summer Camp or an Overnight Summer Camp with known exposure to COVID-19 shall not be allowed access to any Summer Camp or Overnight Summer Camp, including any facilities or activities, until at least fourteen (14) days have elapsed since the last known exposure.

IT IS FURTHER

ORDERED: That Code Section 15-11-2(10) relating to the definition of “child” is suspended for the limited purpose of ensuring that persons in the care of the Georgia Division of Family & Children Services who age out of the definition of “child” during the Public Health State of Emergency shall be eligible to remain in their placement and continue to receive services for a duration of ninety (90) days following the termination of the Public Health State of Emergency or any extension thereof. This suspension shall apply to Code Section 15-11-2(10), effective until July 1, 2020, and upon expiration to Code Section 15-11-2(10), effective July 1, 2020. Any Georgia Division of Family & Children Services policies shall also align with this provision.

IT IS FURTHER

ORDERED: That Ga. Comp R. & Regs. R. 591-1-1-.46(b)(7) is hereby suspended to the extent necessary to allow license-exempt day camp programs the option to operate during school terms for the purpose of providing Supervision, as defined by Ga. Comp R. & Regs. R. 591-1-1-.32(7), and/or a physical location for children five (5) years of age or older participating in digital or distance learning during school hours. License-exempt day camp programs falling under this suspension shall have a staff to child ratio not exceeding 1:20 and shall be subject to monitoring for verification of compliance with certain health and safety restrictions set forth by the Georgia Department of Early Care and Learning. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

IT IS FURTHER

ORDERED: That to assist Pre-K programs operating in Child Care Learning Centers, as defined in Code Sections 20-1A-4(1) and 20-1A-2(3) respectively, Ga. Comp R. & Regs. R. 591-1-1-.03(12), which requires Child Care Learning Centers to provide supervised naps or rest periods during the day for children under (5) years of age, is hereby suspended for Pre-K programs that are operating less than six (6) consecutive hours per day. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

IT IS FURTHER

ORDERED: That no provision of this Order shall limit, infringe, suspend, or supplant any custodial arrangements created pursuant to the laws or constitution of this State or the laws or constitution of the United States, nor shall any person use any provision of this Order as a defense to an action in violation of a custodial arrangement by any court created pursuant to the laws or constitution of this State or the laws or constitution of the United States.

IT IS FURTHER

ORDERED: To the extent that any provision of Section VII of this Order, titled "Education & Children," directly conflicts with any provision of Section VIII of this Order, titled "Governments," the provision in Section VII shall control.

VIII. GOVERNMENTS

IT IS FURTHER

ORDERED: That for the purposes of Code Section 48-5-311(e)(6A), "in-person" appearances before county boards of equalization may occur via remote communications, including, but not limited to, video teleconference. This provision shall be implemented consistent with Ga. Comp. R. & Regs. r. 560-11-12-.02, which requires hearings before county boards of equalization to "only be as formal as is necessary to preserve order and be compatible with the principles of justice." Further, this provision does not abrogate the requirement that county boards of equalization comply with the Georgia Open Meetings Act. Further, decisions of county boards of equalization

may be transmitted electronically if all parties consent at the time of the hearing.

IT IS FURTHER

ORDERED: That any purported requirement under the laws of this state requiring original signatures and raised corporate seals related to construction surety bonds required under Code Sections 13-10-40-65, 32-2-70, 36-91-1, 36-91-2, 36-91-50 and 36-91-70-93 and commercial surety bonds required or permitted under numerous other statutes are suspended for the limited purpose of providing that public procurement officers shall accept electronic signatures and electronic corporate seals as provided by the provisions of Code Sections 10-12-2 et seq. and 33-24-14 and any construction surety bond or commercial surety bond may be executed electronically if all the following requirements are met:

1. The document is notarized pursuant to the requirements of Executive Order 04.09.20.01; and
2. If requested by the procurement officer, the original shall be provided within seven (7) business days.

IT IS FURTHER

ORDERED: That the requirements of Code Section 36-70-27 and 50-8-8 are hereby suspended to the extent that they would prevent local governments from being eligible to receive state funding for expenditures made during the current Public Health State of Emergency related to the prevention, treatment, or mitigation of COVID-19.

IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-28, county and municipal governments are authorized and empowered to make, amend, and rescind such orders, rules, and regulations as may be necessary for emergency management purposes and to supplement the carrying out of this Order, but such orders, rules, and regulations shall not be inconsistent with this Order or any other orders, rules, or regulations promulgated by the Governor or by any state agency exercising a power derived from the Public Health State of Emergency declaration. For the purpose of this provision, orders, rules, and regulations that are promulgated by county and municipal governments that are more or less restrictive than the terms of this Order shall be considered inconsistent with this Order, unless such provision, order, rule, or regulation is otherwise expressly permitted by the terms of this Order.

IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-28, other than orders issued pursuant to the authority of Code Section 38-3-60 *et seq.*, any state, county, or municipal law, order, ordinance, rule, or regulation that requires persons to wear face coverings, masks, face shields, or any other Personal Protective Equipment while in places of public accommodation or on public property are suspended to the extent that they are more restrictive than this Executive Order or any such law, order, ordinance, rule, or regulation expressly permitted by this Executive Order.

IT IS FURTHER

ORDERED: That municipalities, counties, and other governmental entities located in counties that have reached the Threshold Requirement are hereby permitted to impose a Local Option Face Covering Requirement; however, local governmental entities are not required to impose a Local Option Face Covering Requirement even if the Threshold Requirement is reached.

IT IS FURTHER

ORDERED: If a local government entity meets the Threshold Requirement and chooses to impose a Local Option Face Covering Requirement, such Local Option Face Covering Requirement must comply with the following:

1. The Local Option Face Covering Requirement shall not be applied to individuals who are eating or drinking, those who have difficulty donning or removing a face mask or face covering without assistance, those who have a bona fide religious objection to wearing a face mask or face covering, or those who have a bona fide medical reason not to wear a face mask or face covering;
2. The Local Option Face Covering Requirement shall not give rise to any fines, fees, penalties (criminal or otherwise) or other cause of action against any private business, establishment, corporation, non-profit corporation, or organization;
3. The Local Option Face Covering Requirement shall not give rise to any fines, fees, or penalties in excess of fifty dollars (\$50.00) against any person per offense, nor shall it be punishable by imprisonment for any term;
4. Enforcement measures may only be taken against individuals. Owners, directors, officers, or agents of any business, establishment, corporation, non-profit corporation, or organization may not be held liable for the failure of their

customers to comply with any Local Option Face Covering Requirement;

5. The Local Option Face Covering Requirement shall not be enforced at any Polling Place, as defined under Code Section 21-2-2(27), and no individual shall be denied ingress or egress to or from a Polling Place for failure to wear a face covering or face mask;
6. The Local Option Face Covering Requirement cannot be enforced against individuals on residential property; and
7. The Local Option Face Covering Requirement may be enforced against individuals on private property where the owner or occupant of the property consents to enforcement. Businesses, establishments, corporations, non-profit corporations, and organizations may be required to post reasonable public notice of a Local Option Face Covering Requirement and state whether such business, establishment, corporation, non-profit corporation, or organization consents to enforcement or does not consent to enforcement of such requirement on its property.

IT IS FURTHER

ORDERED:

Local government entities who choose to impose a Local Option Face Covering Requirement shall warn noncompliant individuals about the health risks posed by not wearing a face mask or face covering prior to issuing any citation and shall make good faith, reasonable efforts to distribute free masks in their jurisdictions to individuals who cannot afford a face mask or face covering. A person who is found in violation of any Local Option Face Covering Requirement and who cannot afford a face mask or face covering shall be provided one at the municipality, county, or other governmental entity's expense.

IT IS FURTHER

ORDERED:

That municipalities, counties, and other government entities shall have the authority to control terms of entry onto property owned or leased by the municipality, county, or other government authority, board, bureau, or commission regardless of whether the Threshold Requirement is met. Controlling terms of entry may include requiring employees or other individuals present on municipality, county, or other government authority, board, bureau, or commission's owned or leased property to wear a face mask or face covering; however, no individual shall be denied ingress or egress to or from a Polling Place, as defined under Code Section 21-2-2(27), for failure to wear a face covering or face mask.

IT IS FURTHER

ORDERED: That the requirement under Code Section 16-11-129 that renewals of weapons carry licenses and renewal licenses must be applied for within thirty (30) days after the expiration of such licenses is hereby suspended for weapons carry licenses and renewal licenses which expire between February 13, 2020 and August 15, 2020.

IT IS FURTHER

ORDERED: That applications for renewals of such weapons carry licenses and renewal licenses shall be considered to be for a renewal license if the holder of such weapons carry license or renewal license applies within 120 days after the expiration date on the face of license, and that if the Public Health State of Emergency is extended, then this provision shall apply to any weapons carry license or renewal license that expires during the Public Health State of Emergency.

IT IS FURTHER

ORDERED: That the operation of Critical Infrastructure shall not be impeded by county, municipal, or local ordinance.

IX. SPORTS & LIVE PERFORMANCE VENUES

IT IS FURTHER

ORDERED: That drive-in performances where patrons attend a live performance while remaining in an automobile or in a restricted area immediately surrounding an automobile shall not be subject to this Section and shall adhere to the guidelines for non-Critical Infrastructure.

IT IS FURTHER

ORDERED: That Live Performance Venues shall operate pursuant to the guidelines for non-Critical Infrastructure if their operation does not include granting members of the public a license to be present at the Live Performance Venue for a performance of any kind. Examples of this type of activity may include, but are not limited to, recording sessions for artists, live stream performances, practices, fanless competitions, and rehearsals. Free events and invitations to members of the public to attend a non-ticketed activity or event at a Live Performance Venue shall adhere to the applicable Tier guidelines for the venue's size.

IT IS FURTHER

ORDERED: That events held at Live Performance Venues shall be classified in tiers based upon the fire code capacity of the venue. Tier I shall include venues that can host 999 or fewer persons. Tier II shall include venues that can host between 1,000 and 4,999 persons. Tier III shall include venues that can host 5,000 or more persons. The calculation of the total number of persons shall include all persons, including Workers, that are present in a Live Performance Venue.

IT IS FURTHER

ORDERED: That in addition to the applicable requirements for non-Critical Infrastructure, all Tier I Live Performance Venues **shall** implement additional measures to prevent the spread of COVID-19. All live performance venues are strongly encouraged to adopt additional measures to those required below that are tailored to the specific nature of the type of performance venue and events hosted. Such measures **shall** include, but are not limited to, the following:

1. Placing signage at any entrance to instruct patrons and performers that they cannot enter if they have been diagnosed with COVID-19, have exhibited Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days;
2. Placing signage at any entrance and throughout the facility providing information regarding enhanced sanitation procedures, Social Distancing requirements, and other instructions and limitations, as applicable, set forth below;
3. Requiring all Workers who have frequent contact with patrons to wear a face covering while at the facility, provided, however, that such Workers shall be permitted to remove their face coverings while eating and drinking, if due to warm weather, or because of other extenuating circumstances the face covering is causing difficulty breathing;
4. Providing other Personal Protective Equipment to Workers as available and appropriate to the function and location of Workers within the facility;
5. To the extent practicable, screening all individuals at entrances and preventing any person from entering that exhibits Symptoms of COVID-19;
6. Requiring that all patrons that begin exhibiting or experiencing Symptoms of COVID-19 at any time while at the Live Performance Venue to leave the Live Performance Venue as soon as practicable; however, if the patron cannot immediately leave, providing an isolation area or areas for individuals experiencing Symptoms of COVID-19;
7. Providing training to Workers on how to identify Symptoms of COVID-19 in any individuals present, the proper processes for assisting a potentially ill patron with exiting the facility,

- and the appropriate infection mitigation procedures to perform in such an event;
8. To the extent practicable, utilizing contactless parking systems, ticket-taking, ticket purchase, will-call, check-in, check-out, security checks, and/or sales;
 9. To the extent practicable, eliminating the need for patrons to touch surfaces by implementing systems that may include, but are not limited to, opening doors for patrons, operating coat/bag checks in a contactless manner and with cashless transactions, and utilizing electronic ordering and payment for concessions and having Workers deliver concessions;
 10. To the extent practicable, utilizing physical barriers such as partitions or Plexiglas at ticket counters, concession stands, and points of sale;
 11. To the extent practicable, implementing additional points of sale for concession stands to reduce the number of patrons waiting in lines;
 12. Limiting the number of individuals permitted in on-site stores, museums, suites, clubs, conference rooms, private rooms, or boxes to enforce adherence to proper Social Distancing protocol;
 13. Implementing staggered entry and exit times or systems for patrons by using virtual queue systems or grouping patrons by ticket level, seating section, or other variable;
 14. To the extent practicable, implementing assigned entrance and exit portals, assigned concession stands, and assigned restrooms for patrons grouped by ticket level, seating section, or other variable;
 15. To the extent practicable, requiring an adequate number of empty seats or physical space between parties of patrons to enforce proper Social Distancing protocol;
 16. Providing ushers to enforce social distancing protocol before, during, and after the event, and to facilitate patrons' entrance and exit in accordance with any grouped entrance and exit times and portals;
 17. Providing Hand Sanitizer for use by all individuals present, using contactless hand sanitizing stations when available;
 18. Reconfiguring queues so that patrons must adhere to Social Distancing while waiting;
 19. Sanitizing seats, armrests, handrails, doors, doorknobs, door handles, PIN devices, and any other high contact surface in the venue prior to each event;
 20. To the extent practicable and consistent with league or conference rules, for events with halftimes, breaks, or intermissions, implementing extended times to allow for controlled crowds during patron ingress and egress to and from seating areas and restrooms;

21. If the facility is open to multiple groups of patrons or is hosting multiple events at one time, prohibiting contact between patrons of separate groups or events and requiring sanitization of high contact surfaces within the facility between each patron group use of any shared area;
22. Requiring all dining facilities to follow the criteria for restaurant dine-in services set forth in Section IV of this Executive Order titled "Restaurants & Dining Services"; and
23. Requiring Workers to clean and sanitize bathrooms and all frequently touched surfaces regularly throughout times while patrons, athletes, or performers are present at the facility in addition to the regular cleaning schedule.

IT IS FURTHER

ORDERED:

That in addition to the applicable requirements for non-Critical Infrastructure, all Tier II Live Performance Venues **shall** implement the measures to prevent the spread of COVID-19 provided for Tier I Live Performance Venues, unless, independent guidelines are developed in conjunction with the performer(s), and, if applicable, the organizer(s), promoter(s), or sponsor(s) of the event. Such guidelines shall not be inconsistent with the guidelines provided by the Centers for Disease Control and Prevention to prevent the spread of COVID-19, and shall at least include the following:

1. Placing signage at any entrance to instruct patrons that they cannot enter if they have been diagnosed with COVID-19, have exhibited Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days;
2. Requiring all Workers who have frequent contact with patrons to wear a face covering while at the facility, provided, however, that such Workers shall be permitted to remove their face coverings while eating and drinking, if due to warm weather, or because other extenuating circumstances the face covering is causing difficulty breathing;
3. Requiring that all individuals exhibiting or experiencing Symptoms of COVID-19 at any time while at the Live Performance Venue be isolated and leave the venue as soon as practicable;
4. Providing an isolation area or areas for individuals experiencing Symptoms of COVID-19 that are unable to immediately leave the Live Performance Venue;
5. If the facility is open to multiple groups of patrons or is hosting multiple events at one time, prohibiting contact between patrons of separate groups or events and

- requiring sanitization of high contact surfaces within the facility between each patron group use of any shared area;
6. Requiring Workers to clean and sanitize bathrooms and all frequently touched surfaces regularly throughout times while patrons are present at the facility; and
 7. Requiring all dining facilities to follow the criteria for restaurant dine-in services set forth in Section IV of this Executive Order titled “Restaurants & Dining Services.”

IT IS FURTHER

ORDERED: That all Tier III Live Performance Venues **shall** implement measures to prevent the spread of COVID-19 prior to hosting any event. For sporting events, Tier III Live Performance Venues **shall** implement measures consistent with the immediately following paragraphs. For all other events, measures **may** be developed in conjunction with the performer(s), and, if applicable, the organizer(s), promoter(s), or sponsor(s) of the event. Such guidelines shall not be inconsistent with the guidelines provided by the Centers for Disease Control and Prevention to prevent the spread of COVID-19.

IT IS FURTHER

ORDERED: That professional sports teams and professional sports organizations that engage in practices, games, or other in-person operations during the effective dates of this Executive Order **shall** operate solely pursuant to the rules or guidelines that have been promulgated or approved by the respective professional league of the sport.

IT IS FURTHER

ORDERED: That collegiate or high school sports teams and organizations that engage in practices, games, or other in-person operations during the effective dates of this Executive Order **shall** operate solely pursuant to the rules or guidelines that have been promulgated or approved by the applicable conference or association.

IT IS FURTHER

ORDERED: All amateur sports teams and amateur sports organizations that continue in-person operation during the effective dates of this Executive Order **shall** adhere to the guidelines for non-Critical Infrastructure organizations listed above.

IT IS FURTHER

ORDERED: Any previous executive order or departmental rule which would prevent professional sports teams or organizations, collegiate sports teams or organizations, high school sports teams or organizations, or other amateur sports teams or organizations from operating in a manner inconsistent with the above requirements is hereby suspended.

IT IS FURTHER

ORDERED: That venues hosting professional, collegiate, or high school sporting events, practices, and games during the effective dates of this Executive Order **shall** do so solely pursuant to the rules or guidelines that have been or will be promulgated or approved by the applicable professional, collegiate, or high school sports league, conference, or association.

X. CONVENTIONS

IT IS FURTHER

ORDERED: That in addition to the applicable requirements above for non-Critical Infrastructure, Conventions operating during the effective dates of this Order **shall** implement additional measures to prevent the spread of COVID-19. Such measures **shall** include:

1. Placing signage at any entrance to instruct patrons that they cannot enter if they have been diagnosed with COVID-19, have exhibited Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days;
2. Placing signage at any entrance and throughout the facility providing information regarding enhanced sanitation procedures, Social Distancing, and other instructions and limitations, as applicable, set forth below;
3. Requiring all Workers who have frequent contact with patrons to wear a face covering while at the facility, provided, however, that such Workers shall be permitted to remove their face coverings while eating and drinking, if due to warm weather, or because other extenuating circumstances the face covering is causing difficulty breathing;
4. Providing other Personal Protective Equipment to Workers as available and appropriate to the function and location of Workers within the facility;
5. To the extent practicable, screening all individuals at entrances and preventing any person from entering that exhibits Symptoms of COVID-19;

6. Requiring that all individuals exhibiting or experiencing Symptoms of COVID-19 at any time while at a Convention be isolated and leave the facility as soon as practicable;
7. Providing training to Workers on how to identify Symptoms of COVID-19 in any individuals present, the proper processes for assisting a potentially ill individual with exiting the facility, and the appropriate infection mitigation procedures to perform in such an event;
8. Providing an isolation area or areas for individuals experiencing Symptoms of COVID-19 that are unable to immediately leave the Convention;
9. To the extent practicable, utilizing contactless parking systems, registration, check-in, check-out, security checks, and/or sales;
10. If transportation to or from Convention events and activities is provided to patrons, to the extent practicable, conducting all transportation in such a way that maintains Social Distancing and regularly sanitizing the transportation vehicles;
11. To the extent practicable, eliminating the need for patrons to touch surfaces by implementing systems that may include, but are not limited to, opening doors for patrons and operating coat/bag checks in a contactless manner and with cashless transactions;
12. Providing Hand Sanitizer for use by all individuals present, using contactless hand sanitizing stations when available;
13. To the extent practicable, utilizing physical barriers such as partitions or Plexiglas at registration and check-in stations, refreshment stations, and points of sale;
14. To the extent practicable, requiring pre-registration for all seated events to be held as part of the Convention;
15. Implementing staggered registration and attendance times, as practicable, for patrons by using virtual queue systems or grouping patrons by name, registration level, or other variable;
16. Reconfiguring all queues so that patrons must adhere to Social Distancing while waiting, which may include floor markings;
17. To the extent practicable, implementing one-way aisles to guide patron traffic through large areas of booths;
18. Discouraging handshaking, hugging, and other unnecessary person-to-person physical contact between patrons;
19. Requiring all dining facilities to follow the criteria for restaurant dine-in services set forth in Section IV of this Executive Order titled "Restaurants & Dining Services";
20. If the facility is open to multiple groups of patrons or is hosting multiple events at one time, to the extent practicable,

- prohibiting contact between patrons of separate events and requiring sanitization of high contact surfaces within the facility between each patron group use of any shared area; and
21. Requiring Workers to clean and sanitize bathrooms and all frequently touched surfaces regularly throughout times when patrons are present at the facility in addition to the regular cleaning schedule.

XI. ENFORCEMENT

IT IS FURTHER

ORDERED: That the state agencies with primary regulatory authority over the entities listed in this Order and the Commissioner of the Department of Public Safety shall provide resources as requested to assist in the enforcement of this Order.

IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-7, any person who violates this Order shall be guilty of a misdemeanor. Officials enforcing this Order should take reasonable steps to provide notice prior to issuing a citation or making an arrest. No provision of this Order shall limit the ability of law enforcement officers to enforce the laws of this State. Particularly, the provisions of Code Section 38-3-4 remain in effect, and all law enforcement is authorized to enforce the Orders issued pursuant to Title 38, Chapter 3.

IT IS FURTHER

ORDERED: That any law enforcement officer, after providing reasonable notice and issuing at least two citations for violations of Code Section 38-3-7, is authorized to mandate the closure of any business, establishment, corporation, non-profit corporation, or organization not in compliance with this Order for a period not to extend beyond the term of this Order.

IT IS FURTHER

ORDERED: That pursuant to Executive Order 04.02.20.01 and Code Section 38-3-51, enforcement of any county or municipal ordinance or order that is more or less restrictive than this Order and is not otherwise expressly permitted by the terms herein is hereby suspended.

XII. MISCELLANEOUS

IT IS FURTHER

ORDERED: That if one or more of the provisions contained in this Order shall conflict with the provisions of any previous Executive Order or Agency Administrative Order, the provisions of this Order shall control. Further, in the event of any conflict, the provisions of any Quarantine or Isolation Order issued to a specific person by the Department of Public Health shall control.

IT IS FURTHER

ORDERED: That nothing in this Order shall be construed to suspend or limit the sale, dispensing, or transportation of firearms or ammunition, or any component thereof.

IT IS FURTHER

ORDERED: That if one or more of the provisions contained in this Order shall be held to be invalid, in violation of the Georgia Constitution, in violation of Georgia law, or unenforceable in any respect, such invalidity, violation, or unenforceability shall not affect any other provisions of this Order, but, in such case, this Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained within the Order.

IT IS FURTHER

ORDERED: That no provision of this Order shall limit, infringe, suspend, or supplant any judicial order, judgment, or decree issued pursuant to the laws or constitution of this State or the laws or constitution of the United States, nor shall any person use any provision this Order as a defense to an action in violation of a judicial order, judgment, or decree by any court created pursuant to the laws or constitution of this State or the laws or constitution of the United States.

IT IS FURTHER

ORDERED: This Order does not attempt, nor shall it be construed, to imply that the Governor, in any instance, has the unilateral authority to overturn any judicial order, judgment, or decree.

IT IS FURTHER

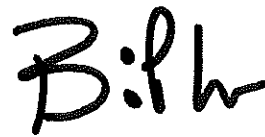
ORDERED: The Office of the Governor may continue to issue guidance on the scope of this Order as needed through communication media, including social media, without need for further Executive Orders.

XIII. EFFECTIVE DATE & SIGNATURE

IT IS FURTHER

ORDERED: That this Order shall be effective upon signature.

This 15th day of August, 2020.

A handwritten signature in black ink, appearing to read "Bill", is written above a horizontal line.

GOVERNOR

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

3
4 **ORDINANCE NO _____**
5

6 **AN ORDINANCE TO AMEND CHAPTER 26 (“OFFENSES AND MISCELLANEOUS**
7 **PROVISIONS”), ARTICLE 2 (“PERSONAL CONDUCT”) TO CREATE SECTION 26-2-**
8 **42 (“LOCAL OPTION FACE COVERING REQUIREMENT”) OF THE CODE OF**
9 **ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR**
10 **SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
11 **EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**
12

13 **WHEREAS**, the Mayor and Council shall have full power and authority to provide for the
14 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
15 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
16

17 **WHEREAS**, the municipal government of the City of Hapeville (hereinafter “City”) and
18 all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be
19 the legislative body of the City; and,
20

21 **WHEREAS**, pursuant to the Charter of the City of Hapeville (“City”), the Mayor and
22 Council shall have the emergency power to declare an emergency; and,
23

24 **WHEREAS**, COVID-19 is a highly contagious disease that commonly causes upper-
25 respiratory tract illnesses, and has led the world into a deep public health and humanitarian crisis;
26 and
27

28 **WHEREAS**, Governor Brian P. Kemp declared a public health emergency in the state of
29 Georgia as of March 14, 2020 due to COVID-19; and,
30

31 **WHEREAS**, Governor Kemp issued Executive Order 08.15.20.01 allowing for
32 municipalities to adopt a Local Option Face Covering Requirement and a mask-mandate for all
33 City-owned or leased property.
34

35 **WHEREAS**, it is in the best interest for the well-being and safety of City residents that
36 certain actions are required to reduce the potential catastrophic impact of the COVID-19 pandemic
37 per the Center for Disease Control (“CDC”) guidelines.
38

39 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
40 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
41

42 **Section One.** Chapter 26 (Offenses and Miscellaneous Provisions), Article 2 (Personal Conduct)
43 of the City Code of Ordinances is hereby amended by creating Section 26-2-42 (Local Option Face
44 Covering Requirement), which shall state as follows:
45
46

47 **Sec. 26-2-42. –Face Covering Requirement.**
48

49 (a) *Purpose and Intent.* The purpose of this Section is to mirror the regulations and provisions
50 set-forth by Executive Order 08.15.20.01, and to mandate face masks and coverings for all
51 visitors and residents within the municipal boundary of the City of Hapeville.
52

53 (b) *Local Option Face Covering Requirement.* City of Hapeville has met the threshold
54 requirement as set-forth in Executive Order 08.15.20.01, and therefore chooses to impose
55 a Local Option Face Covering Requirement. All residents and visitors must wear a face
56 covering or mask over their mouth and nose, with the following exceptions:
57

- 58 1. The Local Option Face Covering Requirement shall not be applied to individuals
59 who are eating or drinking, those who have difficulty donning or removing a face
60 mask or face covering without assistance, those who have a bona fide religious
61 objection to wearing a face mask or face covering, or those who have a bona fide
62 medical reason not to wear a face mask or face covering;
- 63 2. The Local Option Face Covering Requirement shall not give rise to any fines, fees,
64 penalties (criminal or otherwise) or other cause of action against any private
65 business, establishment, corporation, non-profit corporation, or organization;
- 66 3. The Local Option Face Covering Requirement shall not be enforced at any Polling
67 Place, as defined under Code Section 21-2-2(27), and no individual shall be denied
68 ingress or egress to or from a Polling Place for failure to wear a face covering or
69 face mask; and
- 70 4. The Local Option Face Covering Requirement cannot be enforced against
71 individuals on residential property.
72

73 (c) *Mask Mandate on City Property.* Any person entering a City-owned or leased property
74 must wear a face covering or face mask that covers their mouth and nose. Failure to do so
75 may lead to refusal of entry and a citation pursuant to this code section.
76

77 (d) *Fine and Enforcement.*

- 78 1. Any person found in violation of the Local Option Face Covering Requirement
79 shall be fined fifty dollars (\$50.00) per offense.
- 80 2. The City of Hapeville Police Department shall warn noncompliant individuals
81 about the health risks posed by not wearing a face mask or face covering prior to
82 issuing any citation.
- 83 3. Enforcement measures may only be taken against individuals. Owners, directors,
84 officers, or agents of any business, establishment, corporation, non-profit
85 corporation, or organization may not be held liable for the failure of their customers
86 to comply with any Local Option Face Covering Requirement.
- 87 4. The Local Option Face Covering Requirement may be enforced against individuals
88 on private property where the owner or occupant of the property consents to
89 enforcement. Businesses, establishments, corporations, non-profit corporations,
90 and organizations must post reasonable public notice of a Local Option Face
91 Covering Requirement and state whether such business, establishment, corporation,

non-profit corporation, or organization consents to enforcement or does not consent to enforcement of such requirement on its property.

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

138 **ATTEST:**

139

140

141

142

143 _____
Crystal Griggs-Epps, City Clerk

144

145

146 **APPROVED BY:**

147

148

149

150

151 _____
City Attorney

152