

Mayor and Council Work Session
700 Doug Davis Drive
Hapeville, GA 30354

September 15, 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. 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 September 14th. 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.

4.I. Consideration and Action on a Text Amendment for Solar Energy Systems - 2nd Reading

Background:

Consideration on an amendment to the Code of Ordinances, City of Hapeville, to create Article 30 (Solar Energy Systems), Sections 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 following Text Amendment based on Georgia Tech's "Model Solar Ordinance" is presented for recommendation to Mayor & City Council.

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

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Ordinance - Solar Energy Systems_2 (02540997xA0B3B)
2. Ordinance - Text Amendment Architectural Design Standards - Solar Energy Systems (02513271xA0B3B)

3. Planner's Report Text Amendment Solar Panels
 4. LEGAL ADV - 09-01-2020_Solar Energy Systems
 5. SUMMARY MINUTES - 08-11-2020
5. 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.

6. Consent Agenda

6.I. Consideration and Action to Cancel the Regular Council Meeting in the Month of November

Background:

Staff respectfully requests to cancel the November 3rd regular Council meeting as it falls on an election day.

6.II. Consideration and Action on Georgia Cities Week Resolution

Background:

Georgia Municipal Association's Georgia Cities Week is part of an ongoing effort to raise public awareness about the services that cities perform and to educate the public on how city government works. Attached for consideration and action is a resolution recognizing Georgia Cities Week as October 4-10, 2020. The resolution also encourages all residents to support the celebration and corresponding activities.

Documents:

1. Georgia Cities Week Resolution

7. Old Business

7.I. Consideration and Action on Agreement with the Academy Theatre for Park Events and the Consideration of Serving of Alcohol in Park

Background:

At the September 1, Council Meeting, Mayor and Council gave the provisional go ahead to provide a sponsorship of \$11,000 to Academy Theatre for two event weekends at Jess Lucas Park, one each in October and November. Mayor and Council requested staff to bring forth a provisional agreement at the September 15 work session. For consideration and action is the proposed agreement for the weekends of October 2-4, and November 6-8, with proposed rain dates.

Documents:

1. Academy Theatre Performance Series Agreement 2020-09-15 - SWWW Edits_ (002)

8. New Business

8.I. Consideration and Action to approve an agreement between Fulton County and City of Hapeville related to the C.A.R.E.S. ACT Municipal Reimbursement Program

Background:

The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150

billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments.

The CARES Act provides that payments from the Fund may only be used to cover the following costs:

1. Costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. Costs that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Costs that were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Staff supports the approval of this agreement.

Documents:

1. Municipal Reimbursement Agreement for CARES Act Funding Clean
- 8.II. Consideration and Action on Request from the Main Street Board to Install Photographs on Portions of Jess Lucas Park Fence and along the Railroad Tracks to Promote the Atlanta Celebrates Photography Event.

Background:

The Hapeville Main Street Board is sponsoring a photography show as part of "Atlanta Celebrates Photography." In order to maintain social distance, the photographs will be printed on vinyl to be displayed outdoors. The Board requests permission from the City to install these photographs on portions of the fence surrounding Jess Lucas Park and along the railroad tracks. The event will take place over the weekend of October 23rd through October 25th.

Attached is an example of a similar project on the Beltline.

Documents:

1. Sample Picture
- 8.III. Consideration and Action on Request to Use Community Services Lot near the Fountain for Annual LocalMotion event

Background:

LocalMotion is planning to do a series of small concerts and have artisan markets with 4 artists per event in October. They are requesting to reserve the Community Services lot near the fountain for the events starting October 3rd.

The events will be live streamed in order to meet grant obligations and will provide seating for 40-50 in-person attendees. LocalMotion will partner with Volare to create a catered menu to serve.

They also request a monetary sponsorship of \$2000 and an in-kind sponsorship from the City. Mr. Army Perry with LocalMotion will present to Council on Tuesday to give more details.

8.IV. Discussion Initiated by Councilman Alexander to Use Jess Lucas Park for the Dia de los Muertos Event

Background:

Councilman Alexander will initiate a discussion on using the park on October 31st and November 4th for the Dia de los Muertos event this year. The event will be much smaller and will not include a parade this year. There will be movie viewing and live music.

9. City Manager Report

10. 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.

11. Mayor and Council Comments

12. 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).

13. Adjourn

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

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STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”) TO CREATE ARTICLE 30 (“SOLAR ENERGY SYSTEMS”), SECTIONS 93-30-1 (“INTENT”) THROUGH SECTION 93-30-13 (“PERMIT FEES”) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

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

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

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

WHEREAS, the governing authority of the City finds it desirable to create regulations regarding solar energy systems.

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

Section One. Chapter 93 (Zoning) of the City Code of Ordinances is hereby amended by creating Article (Solar Energy Systems), Sections 93-30-1 (Intent) through Section 93-30-13 (Permit fees), which shall state as follows:

Sec. 93-30-1. – Intent

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The City has identified a need to facilitate the siting, construction, installation, and decommissioning of solar energy systems (SESs) in a manner that encourages local economic development and protects the health, safety, and welfare of the citizens of Hapeville, and at the same time mitigates any adverse impacts to the city or the community.

Sec. 93-30-2. – Definitions

The *Footprint* of a Ground Mounted SES is calculated by drawing a perimeter around the outermost SES panels and any equipment necessary for the functioning of the SES, such as transformers and inverters. The Footprint does not include any visual buffer or perimeter fencing. Transmission lines (or portions thereof) required to connect the SES to a utility or consumer outside the SES perimeter shall not be included in calculating the Footprint.

Ground Mounted SESs shall be delineated by size as follows:

- *Small Scale Ground Mounted Solar Energy System (Small Scale SES)* means a Ground Mounted SES with a Footprint of less than 1 acre.
- *Intermediate Scale Ground Mounted Solar Energy System (Intermediate Scale SES)* means a Ground Mounted SES with a Footprint of between 1 and 15 acres.
- *Large Scale Ground Mounted Solar Energy System (Large Scale SES)* means a Ground Mounted SES with a Footprint of more than 15 acres.

Ground Mounted Solar Energy System means an SES that is structurally mounted to the ground and does not qualify as an Integrated SES or rooftop SES. For purposes of the Hapeville zoning code, any solar canopy that does not qualify as an Integrated SES shall be considered a Ground Mounted SES, regardless of where it is mounted.

Integrated Solar Energy System means an SES where solar materials are incorporated into building materials, such that the two are reasonably indistinguishable, or where solar materials are used in place of traditional building components, such that the SES is structurally an integral part of a house, building, or other structure. An Integrated SES may be incorporated into, among other things, a building facade, skylight, shingles, canopy, light, or parking meter.

Rooftop Solar Energy System means an SES that is structurally mounted to the roof of a house, building, or other structure and does not qualify as an Integrated SES.

Solar Energy System (SES) means any device or structural design feature that provides for the collection of solar energy for electricity generation, consumption, or transmission, or for thermal applications.

For the purposes of this article, SES refers only to (1) photovoltaic SESs that convert solar energy directly into electricity through a semiconductor device or (2) solar thermal systems that use collectors to convert the sun's rays into useful forms of energy for water heating, space heating, or space cooling.

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SES as used here excludes concentrated solar power, which uses mirrors to focus the energy from the sun to produce electricity.

Sec. 93-30-3. – Permitted Use

Integrated SES, Rooftop SES, and Ground Mounted SES are permitted as accessory uses in all districts, subject to the requirements of this article. No other SES are permitted anywhere in the city.

For I-1 or I-2 zoning districts, large scale Solar Energy Systems are not required to be an accessory use.

Sec. 93-30-4. – Applicability

(a) This article applies to the siting, construction, installation, and decommissioning of any new SES to be constructed or installed after [the effective date of this ordinance] within the jurisdiction of the City of Hapeville.

(b) Any SES that, prior to [the effective date of this ordinance]:

1. is in operation;
2. is being lawfully sited, constructed, or installed; or
3. has caused the incurrence of substantial liabilities relating to siting, construction, or installation;

(c) shall be exempt from complying with this article, unless the surface area of an Integrated SES or Rooftop SES is increased by more than 10% after [the effective date of this ordinance].

(d) Unless otherwise expressly stated herein, an SES shall comply with all applicable federal, state, and local laws, including the requirements of the City of Hapeville zoning code and applicable building, fire, electric, and plumbing codes. If a provision in this article directly conflicts with a requirement of the City of Hapeville zoning code, this article shall control.

Sec. 93-30-5. – Requirements for Integrated Solar Energy Systems

(a) *Solar Access.* Consistent with O.C.G.A. § 44-9-20 et seq., a property owner may obtain a solar easement from another property owner for the purpose of ensuring the Integrated SES adequate exposure to sunlight.

(b) *Tree Removal.* The removal of trees or natural vegetation for an Integrated SES shall be avoided to the extent reasonably practicable and shall comply with the requirements of Sec. 93-2-14.

Sec. 93-30-6. – Requirements for Rooftop Solar Energy Systems

(a) *Solar Access.* Consistent with O.C.G.A. § 44-9-20 et seq., a property owner may obtain a solar easement from another property owner for the purpose of ensuring the Rooftop SES adequate exposure to sunlight.

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- (b) *Tree Removal.* The removal of trees or natural vegetation for a Rooftop SES shall be avoided to the extent reasonably practicable and shall comply with the requirements of Sec. 93-2-14.
- (c) *Height.* A Rooftop SES shall be given an equivalent exemption, if any, to the applicable zoning district's height restrictions for roof-mounted mechanical devices or equipment, except a Rooftop SES mounted on a sloped roof shall not vertically exceed the highest point of the roof to which it is attached.
- (d) *Roof Setback.* A setback from all roof edges, as defined by most recent the International Fire Code adopted by Georgia at the time the rooftop solar energy system is installed, shall be provided for rooftop solar energy systems to ensure that firefighters may access the roof in a quick and safe manner and may penetrate the roof to create ventilation if necessary.
- (e) *Visibility.* Solar Energy systems shall not be allowed on a street-facing sloped roof unless the building owner demonstrates that other locations will result in a decrease in expected energy production of at least 40%.
- (f) *Slope.* Street facing Rooftop SES shall be flush with or parallel to the roofline on a sloped roof. Solar panels not visible from the right-of-way may be tilted up to 15% from the roofline on a sloped roof.
- (g) *Equipment Placement.* Solar energy equipment shall be installed, when possible, inside walls and attic spaces to reduce their visual impact.
- (h) *Decommissioning Plan.* A decommissioning plan will be required for all rooftop systems and subject to current state and local regulations.

Sec. 93-30-7. – General Requirements for All Ground Mounted Solar Energy Systems

The following requirements apply to all Ground Mounted SESs, in addition to the specific requirements in this article that apply to Intermediate and Large Scale SESs respectively.

- (a) *Residential Zoning.* Ground Mounted SES shall not be visible from the public right-of-way for any properties zoned residential or where the primary use of the property is residential.
- (b) *Solar Access.* Consistent with O.C.G.A. § 44-9-20 et seq., a property owner may obtain a solar easement from another property owner for the purpose of ensuring a Ground Mounted SES adequate exposure to sunlight.
- (c) *Impervious Surface.* Ground mounted structures and components of the Ground Mounted SES, including transformers and foundations, shall be considered impervious and included when determining lot coverage. However, for purposes of compliance with the City of Hapeville zoning code's maximum lot coverage requirements found in Sec. 93-22.1-1, the panels of a Ground Mounted SES shall be considered pervious if they maintain sheet flow and allow for water to infiltrate under and around them through a pervious surface and into the subsoil.
- (d) *Lighting.* To reduce light pollution, lighting of a Ground Mounted SES shall:
 - 1. not be allowed in any residential district or where the primary use of a lot is residential;
 - 2. be limited to the minimum reasonably necessary for its safe operation;
 - 3. be directed downward where reasonably feasible;
 - 4. incorporate full cut-off fixtures; and

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5. reasonably utilize motion sensors.

(e) *Tree Removal*. The removal of trees or natural vegetation for a Ground Mounted SES shall be avoided to the extent reasonably practicable and shall comply with the requirements of Sec. 93-2-14.

(f) *Decommissioning*. Unless otherwise approved by the Planning Commission, decommissioning shall begin no later than 12 months after a Ground Mounted SES has ceased to generate electricity or thermal energy:

1. for a Ground Mounted SES allowed without a permit, within 6 months of the beginning of decommissioning, the SES and all structures associated with it shall be removed, all materials shall be recycled or otherwise reused to the extent reasonably practicable, and the property shall be returned to its condition prior to the installation of the SES or to some other condition reasonably appropriate for the designated land use; and
2. for a Ground Mounted SES allowed with a permit, the SES shall be decommissioned in accordance with the most recent decommissioning plan approved by the Planning Commission, and as further described in the Special Use Permit provision of this article.

Sec. 93-30-8. – Specific Requirements for Intermediate Scale Solar Energy Systems

The following requirements apply to Intermediate Scale SESs, in addition to the general requirements in this article that apply to all Ground Mounted SESs.

(a) *Setbacks*. An Intermediate Scale SES shall comply with the following setback requirements:

1. the Intermediate Scale SES shall be located no closer than the lesser of (a) 15 feet from any property line, or (b) the required setback for the applicable zoning district, if any;
2. the Intermediate Scale SES shall be located no closer than the lesser of (a) 20 feet from any public right-of-way, or (b) the required setback for the applicable zoning district, if any; and
3. the Intermediate Scale SES shall be located no closer than 50 feet from any residential dwelling unit on an adjacent lot.

(b) *Visual Buffers*. An Intermediate Scale SES in a residential or mixed-use district shall have, to the extent reasonably practicable, a 15-foot visual buffer of natural vegetation, plantings, earth berms, and/or six to eight feet high fencing that provides a reasonable visual and lighting screen to reduce the view of the SES from residential dwelling units on adjacent lots (including those lots located across a public right-of-way). The existing natural tree growth and natural land forms along the SES perimeter may create a sufficient buffer and shall be preserved when reasonably practicable.

(c) *Signage*. An Intermediate Scale SES:

1. shall display signs (a) stating the risks that may result from contact with an Intermediate Scale SES, (b) identifying the owner or operator of the Intermediate Scale SES, and (c) providing a 24-hour emergency contact phone number;
2. shall comply with the requirements of Article 3.3 of the City Zoning Code for displaying any advertisement; and
3. may have signs that contain educational information about the Intermediate Scale SES.

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- 195 4. All systems must adhere to current local and state laws and regulations for
196 decommissioning.

Sec. 93-30-9. – Specific Requirements for Large Scale Solar Energy Systems

198 The following requirements apply to Large Scale SESs, in addition to the general
199 requirements in this article that apply to all Ground Mounted SESs.

200 (a) *Setbacks*. A Large Scale SES shall comply with the following setback requirements:

- 201 1. the Large Scale SES shall be located no closer than the lesser of (a) 15 feet from any
202 property line, or (b) the required setback for the applicable zoning district, if any;
- 203 2. the Large Scale SES shall be located no closer than the lesser of (a) 20 feet from any
204 public right-of-way, or (b) the required setback for the applicable zoning district, if any;
205 and
- 206 3. the Large Scale SES shall be located no closer than 100 feet from any residential
207 dwelling unit on an adjacent lot.

208 (b) *Visual Buffers*. A Large Scale SES shall have, to the extent reasonably practicable, a 15-foot
209 visual buffer of natural vegetation, plantings, earth berms, and/or six to eight feet high
210 fencing that provides a reasonable visual and lighting screen to reduce the view of the SES
211 from residential dwelling units on adjacent lots (including those lots located across a public
212 right-of-way). The existing natural tree growth and natural land forms along the SES
213 perimeter may create a sufficient buffer and shall be preserved when reasonably practicable.

214 (c) *Signage*. A Large Scale SES:

- 215 1. shall display signs (a) stating the risks that may result from contact with a Large Scale
216 SES, (b) identifying the owner or operator of the Large Scale SES, and (c) providing a
217 24-hour emergency contact phone number;
- 218 2. shall comply with the requirements of Article 3.3 of the City Zoning Code for displaying
219 any advertisement; and
- 220 3. may have signs that contain educational information about the Large Scale SES.

Sec. 93-30-10. – Permit Required.

222 It shall be unlawful for any person to place, install, alter, relocate, or modify any SES
223 without first obtaining a permit from the city planner in the manner set forth in this article and
224 otherwise complying with the terms herein.

Sec. 93-30-11. – Permit Application Submission, Requirements, Decision, and Appeal.

226 (a) *Submission*. SES applications must be delivered to the Department of Community Services.
227 All permit applications must be stamped by Planning and Zoning Department personnel
228 indicating the submission date.

229 (b) *Requirements for All SES*. The applicant shall submit the following information on a form
230 provided by the Department of Community Services:

- 231 1. the address of the property on which the SES will be located;

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2. the applicant's name, address, telephone number, and email address;
 3. the property owner's name, address, telephone number, and email address;
 4. if known, the installation company's name, address, telephone number, email address, and license number;
 5. evidence of the applicant's control of the property, such as a deed, lease, or option agreement with the landowner; and
 6. a site plan of the property that depicts the locations of all existing and proposed structures (including solar arrays, inverters, transformers, electrical substations, and buildings), property lines, rights-of-way, roads, required setbacks, and visual buffers.
- (c) *Additional requirements for Large Scale SES.* When applying for a permit for a Large Scale SES, the following additional information is required:
1. a topographic map that depicts vegetative cover, watersheds, or wetlands on the property;
 2. a visual buffer plan that demonstrates that any visual buffer (a) minimizes impacts of the SES on adjacent residential dwelling units, as required by this article, (b) preserves natural tree growth and natural land forms along the SES perimeter, as required by this article, and (c) adheres to any additional visual buffer requirements of the City of Hapeville zoning code that may further minimize impacts of the SES on the community character;
 3. a list that identifies (a) federal or state endangered, threatened, or candidate species that may be present on the property or within 1,000 feet of the property, and (b) critical habitat on the property or within 1,000 feet of the property;
 4. a decommissioning plan that contains the following:
 - a the name, address, telephone number, and e-mail address of the person(s) or entity(ies) responsible for implementing the decommissioning plan;
 - b a statement of conditions that require the decommissioning plan to be implemented;
 - c as part of decommissioning, a removal plan that identifies all structures, components, and non-utility owned equipment that shall be removed;
 - d as part of decommissioning, a plan for recycling or otherwise reusing all materials to the extent reasonably practicable;
 - e as part of decommissioning, a restoration plan to return the property to its condition prior to the installation of the SES or to some other condition reasonably appropriate for the designated land use after the SES is removed; and
 - f a timeline to complete decommissioning.
 5. an affidavit that provides, to the best of the applicant's knowledge:
 - a construction and operation of the SES will comply with all applicable federal and state laws;
 - b construction and operation of the SES will comply with all local laws, including the requirements of the City of Hapeville zoning code; and
 - c commercial general liability insurance will be maintained throughout the siting, construction, installation, operation, and decommissioning of the SES.

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(d) *Approval of the Department of Community Services.* The Department of Community Services shall review all SES applications that require a permit for compliance with the building codes and indicate such compliance in a written report attached to the application. After completing any such report, the Department of Community Services shall forward the application, including any other documents submitted by the applicant, and the report to the city planner.

(e) *Decision of the city planner.*

1. Provided that the application is complete, all permit fees have been paid, and the proposed SES and the lot on which the SES is to be placed are in compliance with all requirements of this division and all other ordinances and laws of the city, the city planner shall render a determination and shall inform the applicant of his or her decision within 45 calendar days of the submission date. The city planner shall give notice to the applicant of his or her decision on such application by hand delivery or by mailing such notice, by certified mail, return receipt requested, to the address on the permit application on or before the 45th day.

Upon the expiration of the 45-day period without a decision being made on the application, the applicant shall be permitted to erect and maintain the SES under this statutory provision unless and until the city planner notifies the applicant of a denial of the application and states the reasons for the denial. No person erecting a SES under this provision shall acquire any vested rights to continued maintenance of such SES, and following a subsequent denial of a SES application by the city planner, the SES must be brought into compliance with this division.

2. The city planner shall reject any application that is incomplete or contains false material information or omissions within 45 calendar days of the submission date. Applications subsequently submitted in conformity with this section shall be deemed to have been submitted on the date of resubmission rather than the original submission date.
3. If the city planner determines that a previously issued SES was issued pursuant to an application that contained false material information or omissions, he or she shall promptly revoke such permit and the sign shall be immediately removed.

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

1. The applicant shall deliver a written notice of appeal to the city planner within 14 calendar days of his or her receipt of the notice of the decision. In the event that that no appeal is made within the 14-day period, the decision of the city planner shall become final. In the event that an appeal is filed, the city planner shall promptly transmit to the board of appeals all documents constituting the record upon which the decision appealed from was made.
2. The board of appeals shall (a) hold a hearing on any timely filed appeal no more than 30 days after the notice of appeal was received; and (b) make its final determination of the appeal not more than 30 days after the date of such hearing. The review by the board of appeals shall be limited to a determination of whether or not the decision of the city planner was clearly erroneous.

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

Sec. 93-30-12. - Permit expiration date.

If work authorized under a permit has not been completed to the satisfaction of the code enforcement officer using common industry standards within six months after the date of issuance, the permit shall become null and void.

Sec. 93-30-13. - Permit fees.

Each application for a SES permit must be accompanied by a payment for the permit fee. The fee for a SES permit shall be as established by the adoption of a resolution for permit fees by Mayor and Council. A copy of the fee schedule shall be available electronically on the city website or as hard copy in the Department of Community Services.

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.

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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

ATTEST:

Crystal Griggs-Epps, City Clerk

APPROVED BY:

City Attorney

1 **STATE OF GEORGIA**

2
3 **CITY OF HAPEVILLE**

4
5 **ORDINANCE NO. _____**

6
7 **AN ORDINANCE TO AMEND CHAPTER 81 (“ARCHITECTURAL DESIGN**
8 **STANDARDS”), SECTION 81-1-5 (“APPLICABILITY”), SUBSECTION (b)**
9 **(“EXEMPTIONS FROM REVIEW”) OF THE CITY CODE OF THE CITY OF**
10 **HAPEVILLE; TO AMEND CHAPTER 81 (“ARCHITECTURAL DESIGN**
11 **STANDARDS”), SECTION 81-1-6 (“COMMERCIAL/MIXED-USE AREA”),**
12 **SUBSECTION (f) (“ROOF AND CHIMNEY STANDARDS”) OF THE CITY CODE OF**
13 **THE CITY OF HAPEVILLE; TO PROVIDE FOR SEVERABILITY; TO REPEAL**
14 **CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO**
15 **PROVIDE FOR OTHER LAWFUL PURPOSES.**

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

20
21 **WHEREAS**, the municipal government of the City of Hapeville (hereinafter “City”) and
22 all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be
23 the legislative body of the City; 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**, existing ordinances, resolutions, rules and regulations of the City and its
29 agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall
30 remain effective until they have been repealed, modified or amended; and,

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

34
35 **WHEREAS**, the Mayor and Council wish to update the Architectural Design Standards
36 regarding solar energy systems.

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 81 (Architectural Design Standards), Section 81-1-5
42 (Applicability), Subsection (b) (Exemptions from review) of the City Code of Ordinances is hereby
43 amended by striking the subsection in its entirety and inserting in lieu thereof the following
44 language:

(b) Exemptions from review. The following shall be exempted from review by the design review committee provided that construction complies with all applicable design requirements:

- (1) Interior remodeling;
- (2) Single-structure demolition;
- (3) Replacement windows on existing structures;
- (4) Replacement siding;
- (5) Accessory structures less than 144 square feet, including, but not limited to, decks, porches, patios, landings, sheds, arbors, and gazebos.
- (6) The addition of solar energy systems, which are subject to the design requirements of **Sec. 93-30-6**.

Section Two. Chapter 81 (Architectural Design Standards), Section 81-1-6 (Commercial/mixed-use area), Subsection (f) (Roof and chimney) of the City Code of Ordinances is hereby amended by adding (f)(13) which states as follows:

13. Roof integrated or mounted solar energy systems are permitted, subject to the requirements of **Sec. 93-30-6**.

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

Section Four. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney



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

DATE: August 6, 2020
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: Solar Energy

BACKGROUND

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 following Text Amendment based on Georgia Tech's "Model Solar Ordinance" is presented for recommendation to Mayor & City Council.

CODE

ARTICLE 30 – SOLAR ENERGY SYSTEMS

Sec. 93-30-1. – Intent.

The City has identified a need to facilitate the siting, construction, installation, and decommissioning of solar energy systems (SESs) in a manner that encourages local economic development and protects the health, safety, and welfare of the citizens of Hapeville, and at the same time mitigates any adverse impacts to the city or the community.

Sec. 93-30-2. – Definitions

Solar Energy System (SES) means any device or structural design feature that provides for the collection of solar energy for electricity generation, consumption, or transmission, or for thermal applications.

For the purposes of this article, SES refers only to (1) photovoltaic SESs that convert solar energy directly into electricity through a semiconductor device or (2) solar thermal systems that use collectors to convert the sun's rays into useful forms of energy for water heating, space heating, or space cooling.

SES as used here excludes concentrated solar power, which uses mirrors to focus the energy from the sun to produce electricity.

Integrated Solar Energy System means an SES where solar materials are incorporated into building materials, such that the two are reasonably indistinguishable, or where solar materials are used in place of traditional building components, such that the SES is structurally an integral part of a house, building, or other structure. An Integrated SES may be incorporated into, among other things, a building facade, skylight, shingles, canopy, light, or parking meter.

Rooftop Solar Energy System means an SES that is structurally mounted to the roof of a house, building, or other structure and does not qualify as an Integrated SES.

Ground Mounted Solar Energy System means an SES that is structurally mounted to the ground and does not qualify as an Integrated SES. For purposes of the Hapeville zoning code, any solar canopy that does not qualify as an Integrated SES shall be considered a Ground Mounted SES, regardless of where it is mounted.

The *Footprint* of a Ground Mounted SES is calculated by drawing a perimeter around the outermost SES panels and any equipment necessary for the functioning of the SES, such as transformers and inverters. The Footprint does not include any visual buffer or perimeter fencing. Transmission lines (or portions thereof) required to connect the SES to a utility or consumer outside the SES perimeter shall not be included in calculating the Footprint.

Ground Mounted SESs shall be delineated by size as follows:

- *Small Scale Ground Mounted Solar Energy System (Small Scale SES)* means a Ground Mounted SES with a Footprint of less than 1 acre.
- *Intermediate Scale Ground Mounted Solar Energy System (Intermediate Scale SES)* means a Ground Mounted SES with a Footprint of between 1 and 15 acres.
- *Large Scale Ground Mounted Solar Energy System (Large Scale SES)* means a Ground Mounted SES with a Footprint of more than 15 acres.

Sec. 93-30-3. – Permitted Use

Integrated SES, Rooftop SES, and Ground Mounted SES are permitted as accessory uses in all districts, subject to the requirements of this article. No other SES are permitted anywhere in the city.

Sec. 93-30-4. – Applicability

- (a) This article applies to the siting, construction, installation, and decommissioning of any new SES to be constructed or installed after [the effective date of this ordinance] within the jurisdiction of the City of Hapeville.
- (b) Any SES that, prior to [the effective date of this ordinance]:
 - 1. is in operation;
 - 2. is being lawfully sited, constructed, or installed; or

- 3. has caused the incurrence of substantial liabilities relating to siting, construction, or installation;
- (c) shall be exempt from complying with this article, unless the surface area of an Integrated SES or Rooftop SES is increased by more than 10% after [the effective date of this ordinance].
- (d) Unless otherwise expressly stated herein, an SES shall comply with all applicable federal, state, and local laws, including the requirements of the City of Hapeville zoning code and applicable building, fire, electric, and plumbing codes. If a provision in this article directly conflicts with a requirement of the City of Hapeville zoning code, this article shall control.

Sec. 93-30-5. – Requirements for Integrated Solar Energy Systems

- (a) *Solar Access.* Consistent with O.C.G.A. § 44-9-20 et seq., a property owner may obtain a solar easement from another property owner for the purpose of ensuring the Integrated SES adequate exposure to sunlight.
- (b) *Tree Removal.* The removal of trees or natural vegetation for an Integrated SES shall be avoided to the extent reasonably practicable and shall comply with the requirements of Sec. 93-2-14.

Sec. 93-30-6. – Requirements for Rooftop Solar Energy Systems

- (a) *Solar Access.* Consistent with O.C.G.A. § 44-9-20 et seq., a property owner may obtain a solar easement from another property owner for the purpose of ensuring the Rooftop SES adequate exposure to sunlight.
- (b) *Tree Removal.* The removal of trees or natural vegetation for a Rooftop SES shall be avoided to the extent reasonably practicable and shall comply with the requirements of Sec. 93-2-14.
- (c) *Height.* A Rooftop SES shall be given an equivalent exemption, if any, to the applicable zoning district's height restrictions for roof-mounted mechanical devices or equipment, except a Rooftop SES mounted on a sloped roof shall not vertically exceed the highest point of the roof to which it is attached.
- (d) *Roof Setback.* A setback from all roof edges, as defined by most recent the International Fire Code adopted by Georgia at the time the rooftop solar energy system is installed, shall be provided for rooftop solar energy systems to ensure that firefighters may access the roof in a quick and safe manner and may penetrate the roof to create ventilation if necessary.
- (e) *Visibility.* Solar Energy systems shall not be allowed on a street-facing sloped roof unless the building owner demonstrates that other locations will result in a decrease in expected energy production of at least 40%.
- (f) *Slope.* Street facing Rooftop SES shall be flush with or parallel to the roofline on a sloped roof. Solar panels not visible from the right-of-way may be tilted up to 15% from the roofline on a sloped roof.
- (g) *Equipment Placement.* Solar energy equipment shall be installed, when possible, inside walls and attic spaces to reduce their visual impact.

Sec. 93-30-7. – General Requirements for All Ground Mounted Solar Energy Systems

The following requirements apply to all Ground Mounted SESs, in addition to the specific requirements in this article that apply to Intermediate and Large Scale SESs respectively.

- (a) *Residential Zoning.* Ground Mounted SES shall not be visible from the public right-of-way for any properties zoned residential or where the primary use of the property is residential.
- (b) *Solar Access.* Consistent with O.C.G.A. § 44-9-20 et seq., a property owner may obtain a solar easement from another property owner for the purpose of ensuring a Ground Mounted SES adequate exposure to sunlight.
- (c) *Impervious Surface.* Ground mounted structures and components of the Ground Mounted SES, including transformers and foundations, shall be considered impervious and included when determining lot coverage. However, for purposes of compliance with the City of Hapeville zoning code's maximum lot coverage requirements found in Sec. 93-22.1-1, the panels of a Ground Mounted SES shall be considered pervious if they maintain sheet flow and allow for water to infiltrate under and around them through a pervious surface and into the subsoil.
- (d) *Lighting.* To reduce light pollution, lighting of a Ground Mounted SES shall:
 - 1. not be allowed in any residential district or where the primary use of a lot is residential;
 - 2. be limited to the minimum reasonably necessary for its safe operation;
 - 3. be directed downward where reasonably feasible;
 - 4. incorporate full cut-off fixtures; and
 - 5. reasonably utilize motion sensors.
- (e) *Tree Removal.* The removal of trees or natural vegetation for a Ground Mounted SES shall be avoided to the extent reasonably practicable and shall comply with the requirements of Sec. 93-2-14.
- (f) *Decommissioning.* Unless otherwise approved by the Planning Commission, decommissioning shall begin no later than 12 months after a Ground Mounted SES has ceased to generate electricity or thermal energy:
 - 1. for a Ground Mounted SES allowed without a permit, within 6 months of the beginning of decommissioning, the SES and all structures associated with it shall be removed, all materials shall be recycled or otherwise reused to the extent reasonably practicable, and the property shall be returned to its condition prior to the installation of the SES or to some other condition reasonably appropriate for the designated land use; and
 - 2. for a Ground Mounted SES allowed with a permit, the SES shall be decommissioned in accordance with the most recent decommissioning plan approved by the Planning Commission, and as further described in the Special Use Permit provision of this article.

Sec. 93-30-8. – Specific Requirements for Intermediate Scale Solar Energy Systems

The following requirements apply to Intermediate Scale SESs, in addition to the general requirements in this article that apply to all Ground Mounted SESs.

- (a) *Setbacks.* An Intermediate Scale SES shall comply with the following setback requirements:
 - 1. the Intermediate Scale SES shall be located no closer than the lesser of (a) 15 feet from any property line, or (b) the required setback for the applicable zoning district, if any;
 - 2. the Intermediate Scale SES shall be located no closer than the lesser of (a) 20 feet from any public right-of-way, or (b) the required setback for the applicable zoning district, if any; and
 - 3. the Intermediate Scale SES shall be located no closer than 50 feet from any residential dwelling unit on an adjacent lot.

- (b) *Visual Buffers.* An Intermediate Scale SES in a residential or mixed-use district shall have, to the extent reasonably practicable, a 15-foot visual buffer of natural vegetation, plantings, earth berms, and/or six to eight feet high fencing that provides a reasonable visual and lighting screen to reduce the view of the SES from residential dwelling units on adjacent lots (including those lots located across a public right-of-way). The existing natural tree growth and natural land forms along the SES perimeter may create a sufficient buffer and shall be preserved when reasonably practicable.
- (c) *Signage.* An Intermediate Scale SES:
 - 1. shall display signs (a) stating the risks that may result from contact with an Intermediate Scale SES, (b) identifying the owner or operator of the Intermediate Scale SES, and (c) providing a 24-hour emergency contact phone number;
 - 2. shall comply with the requirements of Article 3.3 of the City Zoning Code for displaying any advertisement; and
 - 3. may have signs that contain educational information about the Intermediate Scale SES.

Sec. 93-30-9. – Specific Requirements for Large Scale Solar Energy Systems

The following requirements apply to Large Scale SESs, in addition to the general requirements in this article that apply to all Ground Mounted SESs.

- (a) *Setbacks.* A Large Scale SES shall comply with the following setback requirements:
 - 1. the Large Scale SES shall be located no closer than the lesser of (a) 15 feet from any property line, or (b) the required setback for the applicable zoning district, if any;
 - 2. the Large Scale SES shall be located no closer than the lesser of (a) 20 feet from any public right-of-way, or (b) the required setback for the applicable zoning district, if any; and
 - 3. the Large Scale SES shall be located no closer than 100 feet from any residential dwelling unit on an adjacent lot.
- (b) *Visual Buffers.* A Large Scale SES shall have, to the extent reasonably practicable, a 15-foot visual buffer of natural vegetation, plantings, earth berms, and/or six to eight feet high fencing that provides a reasonable visual and lighting screen to reduce the view of the SES from residential dwelling units on adjacent lots (including those lots located across a public right-of-way). The existing natural tree growth and natural land forms along the SES perimeter may create a sufficient buffer and shall be preserved when reasonably practicable.
- (c) *Signage.* A Large Scale SES:
 - 1. shall display signs (a) stating the risks that may result from contact with a Large Scale SES, (b) identifying the owner or operator of the Large Scale SES, and (c) providing a 24-hour emergency contact phone number;
 - 2. shall comply with the requirements of Article 3.3 of the City Zoning Code for displaying any advertisement; and
 - 3. may have signs that contain educational information about the Large Scale SES.

Sec. 93-30-7. – Permit Required.

It shall be unlawful for any person to place, install, alter, relocate, or modify any SES without first obtaining a permit from the city planner in the manner set forth in this article and otherwise complying with the terms herein.

Sec. 93-30-8. – Permit Application Submission, Requirements, Decision, and Appeal.

- (a) *Submission.* SES applications must be delivered to the department of community services. All permit applications must be stamped by planning and zoning department personnel indicating the submission date.
- (b) *Requirements for All SES.* The applicant shall submit the following information on a form provided by the community services department:
 - 1. the address of the property on which the SES will be located;
 - 2. the applicant's name, address, telephone number, and email address;
 - 3. the property owner's name, address, telephone number, and email address;
 - 4. if known, the installation company's name, address, telephone number, email address, and license number;
 - 5. evidence of the applicant's control of the property, such as a deed, lease, or option agreement with the landowner; and
 - 6. a site plan of the property that depicts the locations of all existing and proposed structures (including solar arrays, inverters, transformers, electrical substations, and buildings), property lines, rights-of-way, roads, required setbacks, and visual buffers.
- (c) *Additional requirements for Large Scale SES.* When applying for a permit for a Large Scale SES, the following additional information is required:
 - 1. a topographic map that depicts vegetative cover, watersheds, or wetlands on the property;
 - 2. a visual buffer plan that demonstrates that any visual buffer (a) minimizes impacts of the SES on adjacent residential dwelling units, as required by this article, (b) preserves natural tree growth and natural land forms along the SES perimeter, as required by this article, and (c) adheres to any additional visual buffer requirements of the City of Hapeville zoning code that may further minimize impacts of the SES on the community character;
 - 3. a list that identifies (a) federal or state endangered, threatened, or candidate species that may be present on the property or within 1,000 feet of the property, and (b) critical habitat on the property or within 1,000 feet of the property;
 - 1. a decommissioning plan that contains the following:
 - a the name, address, telephone number, and e-mail address of the person(s) or entity(ies) responsible for implementing the decommissioning plan;
 - b a statement of conditions that require the decommissioning plan to be implemented;
 - c as part of decommissioning, a removal plan that identifies all structures, components, and non-utility owned equipment that shall be removed;
 - d as part of decommissioning, a plan for recycling or otherwise reusing all materials to the extent reasonably practicable;
 - e as part of decommissioning, a restoration plan to return the property to its condition prior to the installation of the SES or to some other condition reasonably appropriate for the designated land use after the SES is removed; and

- f a timeline to complete decommissioning.
 - 2. An affidavit that provides, to the best of the applicant's knowledge:
 - a construction and operation of the SES will comply with all applicable federal and state laws;
 - b construction and operation of the SES will comply with all local laws, including the requirements of the City of Hapeville zoning code; and
 - c commercial general liability insurance will be maintained throughout the siting, construction, installation, operation, and decommissioning of the SES.
- (d) *Approval of the community services department.* The community services department shall review all SES applications that require a permit for compliance with the building codes and indicate such compliance in a written report attached to the application. After completing any such report, the community services department shall forward the application, including any other documents submitted by the applicant, and the report to the city planner.
- (e) *Decision of the city planner.*
1. Provided that the application is complete, all permit fees have been paid, and the proposed SES and the lot on which the SES is to be placed are in compliance with all requirements of this division and all other ordinances and laws of the city, the city planner shall render a determination and shall inform the applicant of his or her decision within 45 calendar days of the submission date. The city planner shall give notice to the applicant of his or her decision on such application by hand delivery or by mailing such notice, by certified mail, return receipt requested, to the address on the permit application on or before the 45th day.
- Upon the expiration of the 45-day period without a decision being made on the application, the applicant shall be permitted to erect and maintain the SES under this statutory provision unless and until the city planner notifies the applicant of a denial of the application and states the reasons for the denial. No person erecting a SES under this provision shall acquire any vested rights to continued maintenance of such SES, and following a subsequent denial of a SES application by the city planner, the SES must be brought into compliance with this division.
2. The city planner shall reject any application that is incomplete or contains false material information or omissions within 45 calendar days of the submission date. Applications subsequently submitted in conformity with this section shall be deemed to have been submitted on the date of resubmission rather than the original submission date.
 3. If the city planner determines that a previously issued SES was issued pursuant to an application that contained false material information or omissions, he or she shall promptly revoke such permit and the sign shall be immediately removed.
- (f) *Appeal.* An applicant who is dissatisfied by a decision of the city planner on the application for a SES permit has the right to appeal that decision. Any such appeal shall occur under the following procedures:
1. The applicant shall deliver a written notice of appeal to the city planner within 14 calendar days of his or her receipt of the notice of the decision. In the event that that no appeal is made within the 14-day period, the decision of the city planner shall become final. In the event that an appeal is filed, the city planner shall promptly transmit to the board of appeals all documents constituting the record upon which the decision appealed from was made.

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

Sec. 93-30-9. - Permit expiration date.

If work authorized under a permit has not been completed to the satisfaction of the code enforcement officer using common industry standards within six months after the date of issuance, the permit shall become null and void.

Sec. 93-30-10. - Permit fees.

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

CHAPTER 81 – ARCHITECTURAL DESIGN STANDARDS

Sec. 81-1-5. – Applicability

- (a) *Exemptions from review.* The following shall be exempted from review by the design review committee provided that construction complies with all applicable design requirements:

- (6) The addition of solar energy systems, which are subject to the design requirements of Sec. 93-30-6.

Sec. 81-1-6(f)

13. Roof integrated or mounted solar energy systems are permitted, subject to the requirements of Sec. 93-30-6.

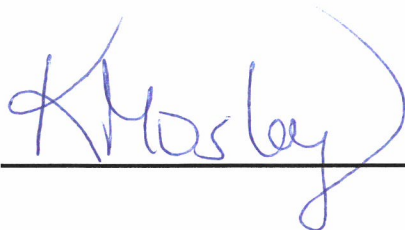


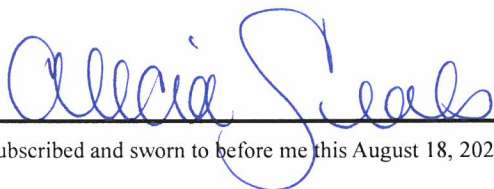
CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

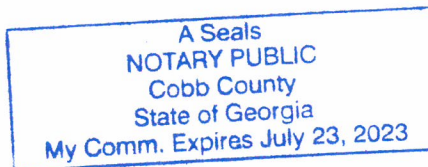
PUBLISHER'S AFFIDAVIT

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: 08/18/2020.







Subscribed and sworn to before me this August 18, 2020

NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, September 1, 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/83198685101>, Passcode: 367314, or by dialing 1-888-788-0099 (Toll Free), Webinar ID: 831 9868 5101 to consider the following:

Consideration of an amendment to the Code of Ordinances, City of Hapeville, Georgia to create Article 30 (Solar Energy Systems), Sections 93-30-1 (Intent) through Section 93-30-13 (Permit fees) for the purpose of creating regulations regarding solar energy systems.

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 31, 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 31, 2020, will be read into the record as well as shared on the screen during the meeting.

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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
Lucy Dolan - Teleconference
Jeanne Rast, Vice Chairman
Charlotte Rentz
Larry Martin
Cliff Thomas

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 Comments: None.

Public Comments: 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: Larry Martin made a motion, Jeanne Rast seconded to recommend approval of the ordinance for Solar Panels with the following recommended changes:

- 1. Change the definition for Ground Mounted Solar Energy System: Ground Mounted Solar Energy System means an SES that is structurally mounted to the ground and does not qualify as an Integrated SES or rooftop SES.**

2. **Sec. 93-30-3, add: For I-1 or I-2 zoning districts, large scale Solar Energy Systems are not required to be an accessory use.**
3. **Capitalize Department of Community Services, where applicable.**
4. **Sec. 93-30-6, Add: A decommissioning plan will be required for all rooftop systems and subject to current state and local regulations.**
5. **Sec. 93-30-8 (c), Add #4, All systems must adhere to current local and state laws and regulations for decommissioning.**
6. **Sec. 93-30-10: In reference to fees, replace Mayor and Council from time to time with Mayor and Council shall adopt permit fees by resolution.**

Motion Carried: 6-0.

5. Next Meeting Date - Tuesday, September 8, 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

GEORGIA CITIES WEEK
OCTOBER 4-10, 2020

**A RESOLUTION OF THE CITY OF HAPEVILLE RECOGNIZING
GEORGIA CITIES WEEK, OCTOBER 4-10, 2020, AND
ENCOURAGING ALL RESIDENTS TO SUPPORT THE
CELEBRATION AND CORRESPONDING ACTIVITIES.**

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF HAPEVILLE
DECLARES OCTOBER 4-10, 2020 AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF HAPEVILLE
ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND
EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS
WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

PASSED AND ADOPTED this ____ day of _____, 2020

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

City of Hapeville / Academy Theatre Contract

This contract serves as an agreement between City of Hapeville (City) located at 3468 N Fulton Avenue, Hapeville, Georgia and the Academy Theatre (Theatre) located at 600 King Arnold Street, Hapeville, Georgia. It becomes effective on September 15, 2020 and involves services provided by the **Theatre** for the Performance Series in Jess Lucas Y-Teen Park, which will be held on the following dates: October 2, 3, and 4th, 2020 and November 6, 7, and 8, 2020. This Agreement shall terminate immediately at the conclusion of the Performance Series.

The **Theatre** hereby agrees to provide the following services for the Performance Series in exchange for the financial sponsorship listed below:

Love Letters by AR Gurney

Event Dates – October 2, 3, and 4, 2020 Rain Dates – October 5, 6, and 7, 2020

City Gate Dance Theatre

Event Date – November 6, 2020

Rain Date – November 9, 2020

Giwayen Mata African Dance

Event Date – November 7, 2020

Rain Date – November 10, 2020

Impact Theatre Atlanta Cabaret

Event Date – November 8, 2020

Rain Date – November 11, 2020

Sponsorship

In exchange for the services described above, the **City** agrees to provide the **Theatre** with a performance series sponsorship of \$11,000.00. The **City** shall not be financially liable for any other costs or expenses associated with this Performance Series or Sponsorship. As a part of this sponsorship, the Performance Series will be offered free of charge. If this Performance Series is cancelled for any reason, the **Theatre** agrees to reimburse the **City** the sponsorship amount minus any non-refundable expenses the **Theatre** has incurred that are to be covered by the **City's** sponsorship. The **Theatre** agrees to provide a detailed accounting of the expenses paid from the **City's** sponsorship at the **City's** request. Please see attachment A – Budget for Performance Series. The **Theatre** agrees to highlight the **City's** sponsorship on all promotional materials and platforms where this event is advertised and

Jess Lucas Y-Teen Park Logistics

The **Theatre** shall have access to the Park on the days listed above and for rehearsal the Tuesday, Wednesday, and Thursday before each performance weekend. The **City** will make the public restrooms available on all performance and rehearsal dates. The **City** will provide public utilities (electricity, water, etc.) suitable for our performances. The **City** will provide the regular maintenance of the Park, specifically trash pick-up and lawn care. After each performance, the **Theatre** will break down all equipment and clear the area of all valuable goods. The **City** will not be responsible or liable for any equipment that is lost, stolen, or damaged. At the end of each weekend performance, the **Theatre** will leave the area in a clean and serviceable manner.

Inclement Weather

In case of bad weather, each performance date will have a rain date which will be advertised in all promotional materials. The dates are as follows – October 5, 6, & 7 and November 9, 10, & 11, 2020.

COVID-19

The **Theatre** will recommend the wearing of face masks during all performances in all promotional materials and on site. The **Theatre** will have face masks and hand sanitizers available for all audience members. The **Theatre** staff will inform audience members to sit at least six (6) feet away from each other and will help people make that determination. The **Theatre** will be exclusively responsible for adhering to any and all guidance from Federal, State, or Local governments and regulations, including regulations set forth by the Governor's Executive Orders, the Department of Public Health Regulations, and local ordinances adopted by the City of Hapeville. Any violations of these Orders, Regulations, and Ordinances will be the responsibility of the **Theatre** to address.

Concessions

City grants the right to the **Theatre** to sell drinks (including beer and wine), food, souvenirs, or other legal merchandise of any sort during the Performance Series if the **Theatre** receives the necessary and appropriate permits. The **Theatre** will apply for all necessary permits related to the sale of alcohol, food, and merchandise.

Insurance

The **Theatre** will get an insurance rider from their insurance company to cover the Performance Series in Jess Lucas Y-Teen Park. The **Theatre** is complying with the **City's** insurance requirements through their current insurance plan covering the theatre space at 599 N. Central Avenue.

Indemnification

The **Theatre** hereby fully indemnifies, saves, and holds harmless the **City**, its officers, employees, agents, licensees, and invitees (collectively called "Indemnities") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever, on account of personal injury (including, without limitation, Workers' Compensation and death claims), or property loss or damage of any kind whatsoever, which arises or is claimed to arise out of or is or is claimed to be in any manner connected with the use of the **City** park.

Relationship of the Parties

Notwithstanding any other terms and conditions of this Agreement or otherwise, at all times the **Theatre** shall be deemed to be an independent party, separate from the **City of Hapeville**. The **City** is solely a sponsor of this Performance Series. Nothing contained in this Agreement shall grant the **Theatre** the right or authority to create any obligation of behalf of the **City** or any other person, officer, or employee of the **City**. Neither the **Theatre** or the **Theatre's** employees, sub-contractors, volunteers, and other nonemployees providing Services pursuant to this Agreement shall be considered employees of the **City** at any time. No actions taken by the **City** shall be considered control or supervision and any provision of equipment, materials, and assistance to **Theatre** by **City** will be deemed to be merely a courtesy. **Theatre** shall be solely responsible for maintaining control, direction and supervision of all **Theatre** Personnel. **Theatre** shall be solely responsible for payment of all of **Theatre's** income, employment and other taxes and solely responsible for satisfying all obligations assumed by **Theatre** in relation to third parties. Further, **Theatre** acknowledges and agrees that **Theatre** shall not be entitled to receive any employee benefits, including, but not limited to, health, disability, life insurance, or worker's compensation from the **City**.

By signing below, both the **City** and the **Theatre** indicate that they have read, understand, and agree to all terms and conditions outlined in this contract.

City _____ **Date** _____

Theatre _____ **Date** _____

City of Hapeville

By: _____

Name: _____

Title: _____

Date: _____

Academy Theatre

By: _____

Name: _____

Title: _____

Date: _____

**AN AGREEMENT BETWEEN FULTON COUNTY
AND
ADD MUNICIPALITY
C.A.R.E.S. ACT MUNICIPAL REIMBURSEMENT PROGRAM**

: Total Reimbursement: \$ ADD AMOUNT
(to be completed by the County at the time of reimbursement)

THIS AGREEMENT, between Fulton County, Georgia, acting through its County Manager (hereinafter referred to as "the County"), a political subdivision of the State of Georgia, and _____ hereinafter referred to as "the Municipality"), a non-profit corporation organized and existing in Fulton County under the laws of the State of Georgia.

WITNESSETH THAT:

WHEREAS, on _____, 2020, the Board of Commissioners created, a program through which Fulton County municipalities that are not eligible for C.A.R.E.S. Act funding may be able to a one time reimbursement for some of their eligible expenditures incurred during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

WHEREAS, this funding mechanism, to be called the "C.A.R.E.S. Act Municipal Reimbursement Program" will provide up to \$2,500,000 in reimbursement from Fulton County C.A.R.E.S. Act funds to support the aforementioned cities for the C.A.R.E.S. Act eligible services, projects and programs; and

WHEREAS, the Municipality has been selected to be reimbursed for some of its expenditures during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

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

SECTION 1.0 – ELIGIBLE SERVICES, PROJECTS AND PROGRAMS

The C.A.R.E.S. Act Municipal Reimbursement Program is designed to support cities located within Fulton County that are not eligible to receive Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S) Act funding directly from the U.S. Federal Government to mitigate the financial impact of COVID-19 on their cities.:

The only costs that will be eligible for consideration for reimbursement are:

1. Costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. Costs that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
3. Costs that were incurred during the period that begins on March 1, 2020, and ends on May 15 2020.

SECTION 2.0 – REIMBURSEMENT FOR COSTS AND SERVICES

1. The County shall make reimbursement for the eligible approved costs described in Section 1.0 herein based upon the review and approval of the same by the Finance Department and the County Manager. The amount of any reimbursement shall be limited by the request from the Municipality submitted to the Chairman of the Fulton County Board of Commissioners on May 15, 2020.

2. The County agrees to review and consider for reimbursement to the Municipality previously incurred costs upon presentation of invoices and other supporting documentation demonstrating payment for goods or services that have been previously paid for by the Municipality.
3. Such documentation shall include, but not be limited to copies of checks issued for payment, time sheets, vendors' and suppliers' invoices or vouchers, a description of the purpose of the expenditure, etc.
4. This documentation, along with a written request for reimbursement and a statement of costs incurred and a certification statement that all of the requested expenses qualify as eligible COVID-19 expenses under the C.A.R.E.S. Act shall be submitted to the attention of the Director of Finance. A minimum of two copies of the request and the statement shall be included with the submission along with accompanying documentation supporting the eligible costs
5. To be eligible for reimbursement, all invoices and supporting documentation must be presented by August 1, 2020.

SECTION 3.0 – TERM OF AGREEMENT

1. The term of this Agreement shall be from the date the reimbursement package is submitted to the County through October 1, 2020.
2. The completion date of this Agreement shall not exceed October 1, 2020, unless otherwise extended in writing, terminated by mutual agreement, or by the County, or in accordance with other terms and provisions contained herein. Any modifications to the term of the Agreement shall be documented through an amendment process.
3. Any eligible and accepted expense shall be paid by the County on or before October 1, 2020.

SECTION 4.0 - MODIFICATIONS TO AGREEMENT

1. This Agreement constitutes the entire contractual arrangement between the County and the Municipality, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the County's and the Municipality's' duly authorized representatives.
2. Further, in the event of any material change or modification in the Municipality's Agreement or agreement with any other COVID-19 funding source during the course of this Agreement, the Municipality shall immediately notify the County of such change. In such event, the County shall have the right to terminate its obligations under this Agreement, discontinue future funding hereunder, and demand the refund or return of funds previously advanced.

SECTION 5.0 – TERMINATION OF AGREEMENT

1. Termination for Cause

Time is of the essence and if, through any cause, the Municipality shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event that any of the provisions or stipulations of this Agreement are violated by the Municipality, the County shall thereupon have the right to terminate this Agreement by providing written notice to the Municipality of the County's intent to terminate the Agreement, specifying the reasons for such intention for termination. Unless within three (3) calendar days after serving of such notice (by hand delivery or posting in the U.S. Mail) to the Municipality such violation or delay shall cease or arrangements for correction satisfactory to the County be made, the Agreement shall, upon expiration of said three (3) calendar days, be terminated without further notice. Upon such termination, the Municipality will be compensated by the County for expenses accepted by the County as eligible.

2. Termination for Convenience of the County

In the event the County determines that it is no longer feasible or in its best interest to continue with the funding program covered by this Agreement, the County may terminate this Agreement immediately and notify the Municipality of the termination by email and by U.S. mail.

SECTION 6.0 – INDEPENDENT SUBRECIPIENT STATUS

Nothing herein contained shall be deemed to create a relationship other than that of independent subrecipient between the County and the Municipality. Under no circumstances shall the Municipality, its principals, employees, subcontractors, associates, or agents be deemed employees, agents, partners, successors, assigns, or legal representatives of the County except as specifically required herein.

SECTION 7.0 – ASSIGNMENT OF AGREEMENT

The Municipality shall not make any purported assignment of this Agreement or any part thereof, or delegate the duties herewith without prior written consent of the County. Any attempted assignment or delegation of duties by the Municipality without prior expressed written consent of the County shall at the County's sole option terminate this Agreement without any notice to the Municipality of such termination. The Municipality binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

SECTION 8.0 – RECORDS AND REPORTS

1. Records

The Municipality shall maintain accounts and records, (including an annual Audit) personal property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be requested by the County to assure proper accounting for all funds. Said records shall be made available for audit purposes to the County or any authorized representative thereof, upon reasonable request and within three (3) days of said request.

2. Retention

The Municipality's records and accounts shall at all times meet or exceed the applicable requirements of federal, state, and local laws, rules, and regulations. The Municipality's duty to retain records and permit inspections and copying shall remain in force and effect even after the expiration or termination of this Agreement.

SECTION 9.0 – INSPECTION OF FILES AND RECORDS

The County shall at all reasonable times have access to the pertinent offices and books and records (including an annual Balance Sheet or Independent Audit) of the Municipality for inspection of the activities performed and expenses incurred under this Agreement. The County may perform and the Municipality shall be prepared to meet the requirements of, at least, one (1) audit per year.

SECTION 10.0 – CONFLICT OF INTEREST

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the C.A.R.E.S. Act funding program or who is in a position to participate

in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any Agreement, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

SECTION 11.0 – INDEMNIFICATION AND HOLD HARMLESS

The Municipality, to the extent legally possible, hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies, penalties, fines or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Municipality, its agents, employees, officers, or directors. This indemnification shall also cover any adjustments that may be required from an audit by the federal government of the use of the C.A.R.E.S. Act funds provided by the County due to the fact that the expenses for which reimbursement was made were deemed ineligible. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

SECTION 15.0 – GOVERNING LAW

1. This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.
2. A waiver by either party of any breach or any provision, term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.
3. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision of this agreement.
4. The parties agree that the terms of this Agreement include the entire Agreement between the parties and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.
5. Any notices or communications required or permitted herein shall be sufficiently given if sent by Registered or certified mail, return receipt request, postage prepaid, addressed as follows:

As to the County:

As to the Municipality:

Add contact person, name and address of agency

Alternatively, such other addressed as shall be furnished by such notice of the other party.

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

Municipality

FULTON COUNTY

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

ATTEST

Tanya Grier, Interim Clerk to the Commission

DATE:

DATE:

APPROVED AS TO FORM

APPROVED AS TO FORM:

City Attorney

Office of the County Attorney

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