Mayor and Council Session

700 Doug Davis Drive
Hapeville, GA 30354

December 10, 2019 6:00 PM

Agenda

1. Call to Order
2. Roll Call
   Mayor Alan Hallman
   Alderman Mike Rast
   Councilman at Large Travis Horsley
   Councilman Ward I Mark Adams
   Councilman Ward II Chloe Alexander
3. Welcome
4. Pledge of Allegiance
5. Invocation
6. Presentations

6.I. **Update on the Wayfinding and Branding Package by Kimley Horn**
Background:

Kimley Horn with Aerotropolis will provide an update on the Wayfinding and Branding package. The update will include final concepts and funding/schedule scenarios. Aerotropolis will like to share and solicit feedback.

Documents:

1. Aero Wayfinding Hapeville December 10 2019

6.II. **Presentation by Sonja Jackson of Kompan, Inc. regarding a Letter of Intent for pricing for playground renovations, construction of a multi-use soccer and football field, and development of fitness parks.**
Background:

The presentation will review the design, pricing under the US Communities / Omnia Partners consortia contract model, discount structure, and the desire to partner with the city to see an improvement in current park locations.

Documents:

1. City of Hapeville Park Design Renovations 12-5-19

7. Public Hearing

7.I. **Consideration and Action on Section 93-22.1-1 to Amend and Update the Dimensional Requirements within the Zoning Code - 2nd Reading**

Background:

Consideration and action of a text amendment to amend Chapter 93 (Zoning), Article 22.1 (Dimensional Requirements), Section 93-22.1-1 (Chart of Dimensional Requirements) to update the dimensional requirements to remove the minimum bed/bath requirement, reduce the minimum dwelling size for most residential units to 1,000-sf and correct missing information related to parking and loading requirements. The Planning Commission considered this item and recommended the Mayor and Council approve the text amendment subject to the following changes:

1. There is no minimum requirement for the number of bedrooms and bathrooms.

2. All single-family dwelling units and all residential zoning have a minimum floor area of 1,000-sf with the exception of R-O zoning and multi-family dwellings whose minimum square footage shall remain the same.

Staff supports their recommendation.

Staff Comments:
Applicant Comments:
Public Comments:

Documents:

1. Planner's Report Text Amendment Dimensional Requirements Rev
2. Ordinance - Text Amendment Dimensional Requirements (02288524xA0B3B)
3. 11-19-2019 Legal Adv. Dimensional Requirements

7.II. **Consideration and Action on Section 93-5-5 (Unit Size) to Amend and Update the Unit Size Requirements in the R-AD Zone - 2nd Reading**

Background:

Consideration and action of a text amendment to amend Chapter 93 (Zoning), Article 5 (R-AD Zone), Section 93-5-5 (Unit Size) for the purpose of updating the unit size requirements in the R-AD, Residential-Architectural Design Zone.

Staff Comments:
Applicant Comments:
Public Comments:

Documents:

1. Ordinance - Text Amendment Unit Size
2. Planners Report Text Amendment Dimensional Requirements
3. 11-19-2019 Legal Adv. R-AD Zone

7.III. **Consideration and Action on Section 93-1-2 to Amend and Update Veterinarians, Animal Hospitals, and Kennels - 2nd Reading**

Background:

Consideration and action to amend Chapter 93 (Zoning) for the purpose of updating the definitions for veterinarian, animal hospital and kennel in Section 93-1-2 of the Zoning Code. The Planning Commission considered this item and recommended the Mayor and Council approve the text amendment as submitted. Staff supported their recommendation.

Staff Comments:
Applicant Comments:
Public Comments:

Documents:

1. 11-19-2019 LEGAL ADV. VETERINARIANS
2. MINUTES - 4-9-2019
3. ORDINANCE - TEXT AMENDMENT (VETS 2.0)
4. PLANNERS REPORT TEXT AMENDMENT VETERINARIAN

7.IV. **Consideration on Tree Conservation Ordinance - 1st Reading**

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 2 (General provisions); Section 93-2-14 (Tree Conservation) for the purpose of amending and updating the tree conservation requirements within the zoning code. The City of Hapeville has identified a need to promote tree conservation, increase the tree canopy, and offer protection of existing trees within the City. To that end, the City has established a Tree Conservation ordinance with the intent of preserving and expanding Hapeville's urban forest.

Staff, in conjunction with a consulting arborist, has prepared a new tree conservation ordinance to replace the existing ordinance in its entirety.

The Planning Commission considered this item on November 12, 2019 and recommended the Mayor and Council approve the text amendment subject to the following:

1. Staff visit the issue of required trees in the supplemental area to potentially permit the planting of understory trees in all residential yards when planting required overstory trees may not be feasible. . Staff supports their recommendation, and requests any additional input from Mayor and Council.

Staff Comments:
Applicant Comments:
Public Comments:

Documents:

1. City of Hapeville Tree Ordinance - Draft 11.7.19 (002)
2. City of Hapeville Tree Ordinance - Draft Appendix B (002)
3. Planner's Report Text Amendment Tree Conservation CC
4. 12-10-2019 Legal Advertisement, Tree Conservation Ordinance

8. Questions on Agenda Items

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

9. Consent Agenda

9.I. **Approval of Minutes**

Background:

- November 5, 2019
- November 19, 2019

9.II. **Approval of Executive Session Minutes**

Background:

- November 5, 2019
- November 19, 2019

9.III. **Consideration and Action on Tree City USA Resolution**

Background:

The City of Hapeville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continues its tree-planting practices by urging all citizens of Hapeville to support efforts to protect our trees and woodlands. Trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife. We urge all citizen to plant trees to gladden the heart and to support the city's urban forestry program.

Documents:

1. Tree City USA Resolution - 12-10-2019

9.IV. **Consideration and Action on AirBnB Host Compliance Agreement**

Background:

At the November 5 Mayor and Council Work Session, John Spuhler of Host Compliance gave a presentation on cost effective solutions to Hapeville's short term rental registration, compliance monitoring, fraud, audit, and enforcement challenges.

Attached is an agreement to provide the aforementioned solutions to the City of Hapeville. The agreement has been reviewed by legal and is now ready for consideration and action.

Documents:

1. Host Compliance - Service Agreement

9.V. **Consideration and Action to approve Sagon Trucks & Equipment in the amount of $ 32,000 for the purchase of a used bucket truck.**

Background:

The City has a 1985 bucket truck that is beyond repair and will be surplus. The purchase of the 2011 Dodge Ram bucket truck is a budgeted item in the 2019/2020 budget. The City budgeted $ 50,000 for this purchase. The other quotes were a 2011 Dodge 5500 for $ 54,900 and a 2006 GMC for $ 29,900.

Documents:

1. SKM_368e19120308430

9.VI. **Consideration And Action on a proposal for the design, fabrication, and installation of wayfinding signage for parking in the amount of $11,000.**

Background:

The Tourism Product Development Committee has investigated various options for wayfinding signage to direct visitors to public parking lots. Local artist Beth Malone has provided a proposal for a two-sided neon sign to be located at the corner of North Central Avenue and Dearborn Plaza to direct visitors to the Dearborn Plaza public parking lot. The total cost for design, fabrication, and installation would be $11,000.

Documents:

1. NEON PARKING_Hapeville_Malone

10. Old Business

10.I. **Consideration and Action on Mayor and Council 2020 Meeting Schedule - 2nd Reading**

Background:

Attached for consideration and action is the 2020 meeting schedule ordinance. A first reading was held on November 19, 2019.

Documents:

1. Amendment to Ordinance for Regular Meetings

11. New Business

11.I. **Consideration and Action on the Hapeville Exchange Club's Request to Use Jess Lucas Y-Teen Park on May 30, 2020 for the Taste of Southside Event from 10AM-4PM**

Background:

The Hapeville Exchange Club is requesting to have the 1st Annual Taste the Southside in Hapeville on May 30, 2020 from 10AM to 4PM. There will be at least 300 to 500 people in attendance. The Exchange Club is requesting to hang a banner on the fence at South Central near the church or in front of the art container in the park. The banner will include sponsor logos and event info.

Additional City services requested are garbage service, electricity, tables/chairs, and Police and Fire staff for emergencies and possible staff for a City booth.

Documents:

1. Event Request Taste the Southside_Redacted
2. Banner sample

11.II. **Consideration and Action to enter into an Intergovernmental Agreement with the Hapeville Development Authority to allow the City to manage the design and construction of building renovations and additions at 748 Virginia Avenue.**

Background:

The Hapeville Development Authority is the owner of 748 Virginia Avenue and has an agreement to lease the property to the Atlanta Printmakers Studio as a project to support Tourism Product Development in the City. The purpose of this IGA is to (1) authorize the City to manage the design and construction of all renovations and additions to the property and (2) to authorize the City to execute certain related documents for the facilitation of the design and construction of all renovations and additions to the property.

Documents:

1. IGA between City and HDA

11.III. **Discussion and Action on Letter of Intent for pricing for playground renovations, construction of a multi-use soccer and football field, and development of fitness parks**

Background:

Attached is the Letter of Intent for discussion and action.

Documents:

1. Letter of Intent

12. City Manager Report
13. Public Comments
    Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.
14. Mayor and Council Comments
15. Executive Session
    When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).
16. Adjourn
    Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

Aerotropolis ATLANTA
COMMUNITY IMPROVEMENT DISTRICTS

SIGNAGE AND WAYFINDING PLAN

PROJECT UPDATE

December 2019

Kimley»Horn
IN COLLABORATION WITH HUIE DESIGN

Project Overview

AACID Master Plan

- **District Signage and Branding was identified as a priority in the 2017 AACID Master Plan**

- **Goals of Master Plan:**

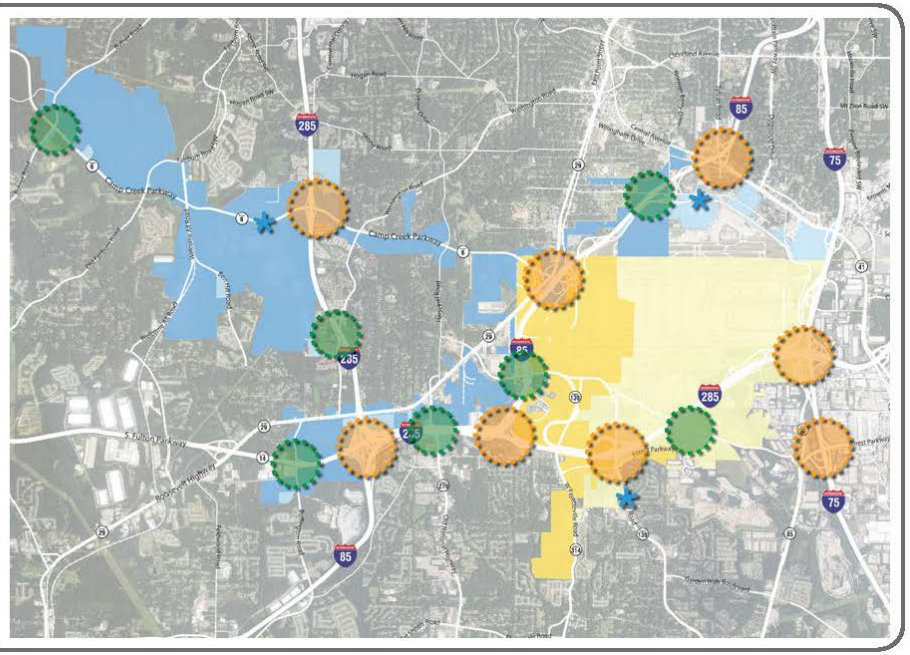
  1. Enhance Brand and Perceptions

  2. Foster Economic Development

- **Development of Signage and Wayfinding Plan:**

  Simplify the ability to navigate within and across the districts with the use of clear and contemporary vehicular and pedestrian scaled wayfinding and signage

POTENTIAL SIGNAGE LOCATIONS



REGIONAL

DISTRICT

LOCAL

2017 → 2018 → ★ 2019 → 2020

PHASE 1

DEVELOP AN INITIAL CONCEPTUAL DESIGN PACKAGE FOR THE CID SIGNAGE AND WAYFINDING

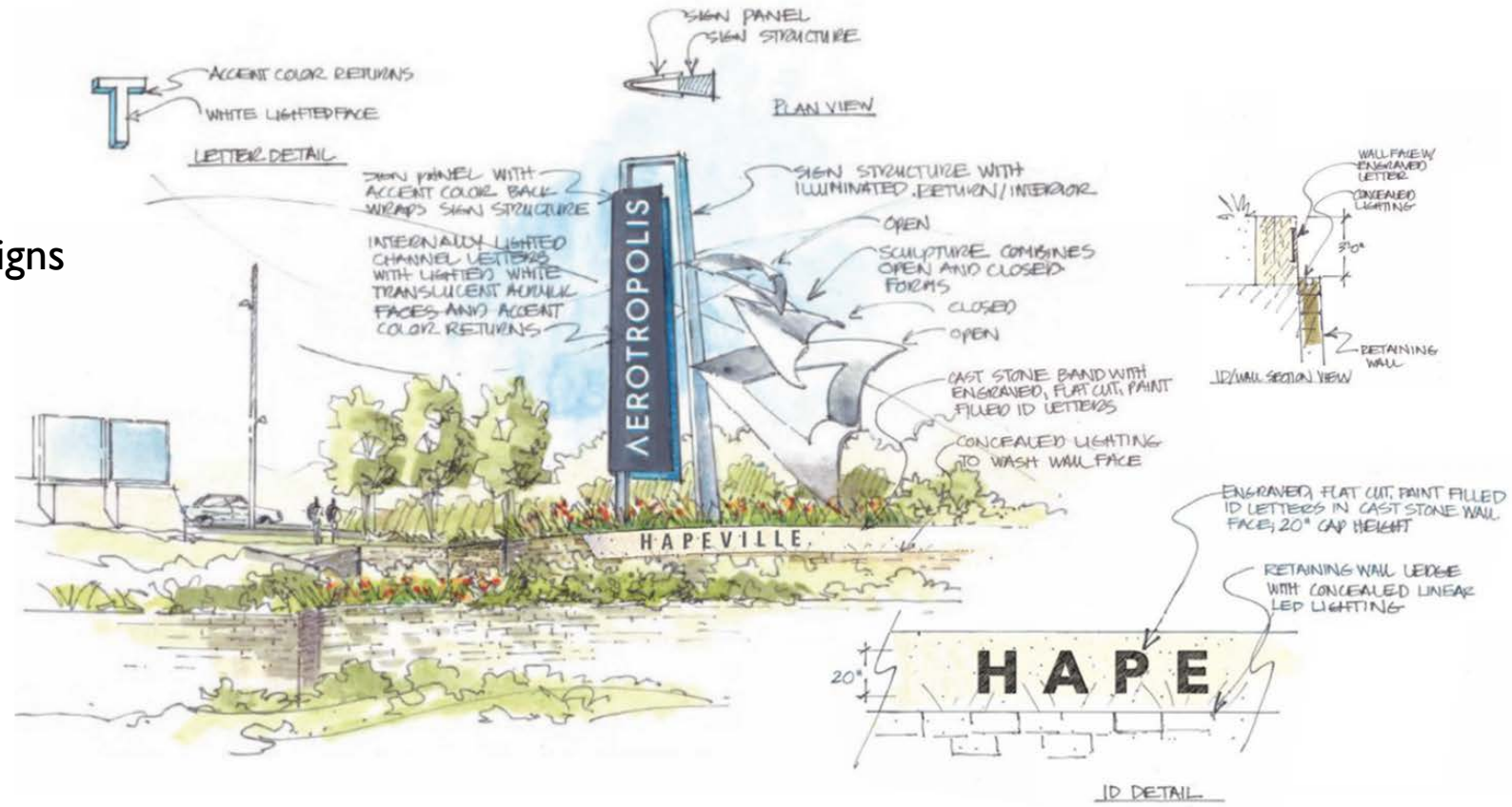
PHASE 2

REFINE AND COMPLETE THE DESIGN OF EACH SIGN TYPE, AND PREPARE FOR CONSTRUCTION AND IMPLEMENTATION OF THE SIGNAGE PROGRAM

Common Questions

From Municipal/Partner Presentations

- Inclusion of City name on regional signs
- Inclusion of Aerotropolis name on district signs
- Clarify locations
- Funding arrangement for implementation



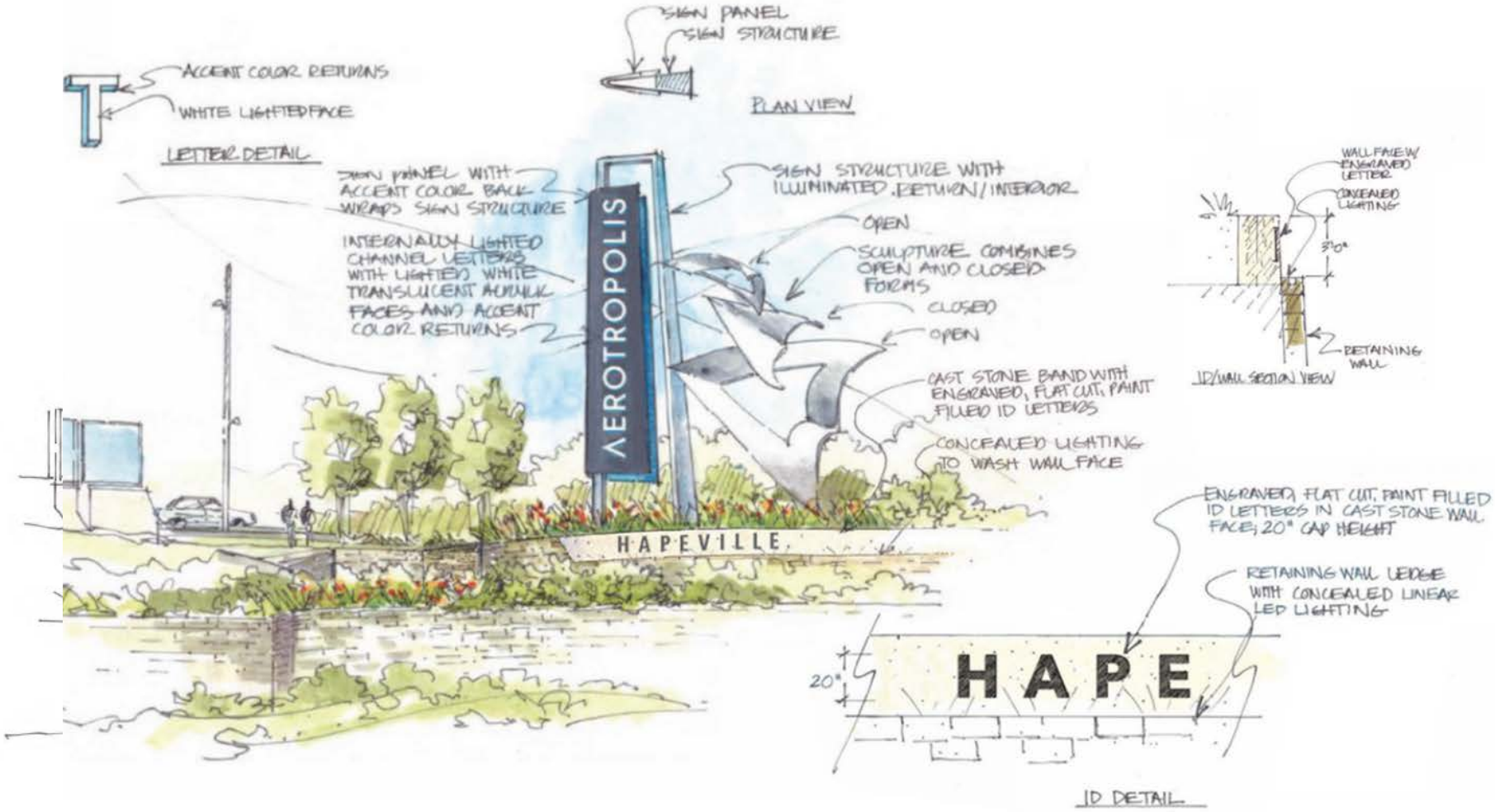
Refined Concept

VERTICAL FORM

INSPIRATION IMAGES

DAY

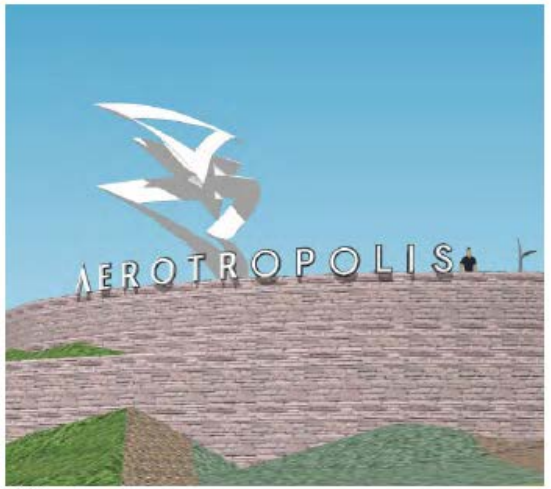
NIGHT



Refined Concept

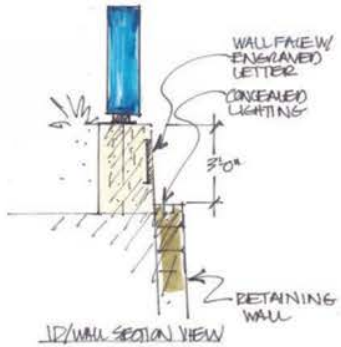
HORIZONTAL FORM

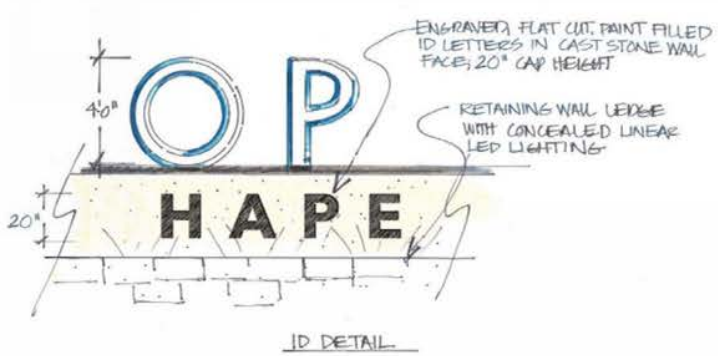
INSPIRATION IMAGES



DAY

NIGHT

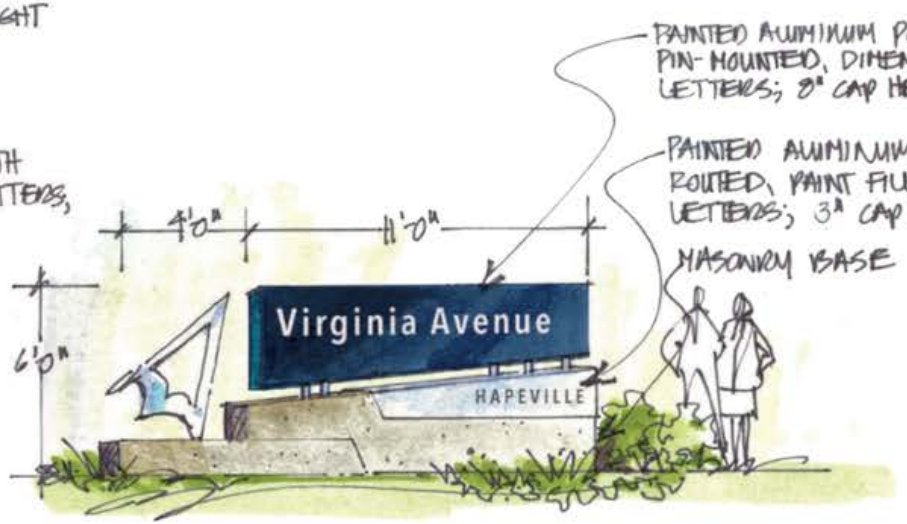




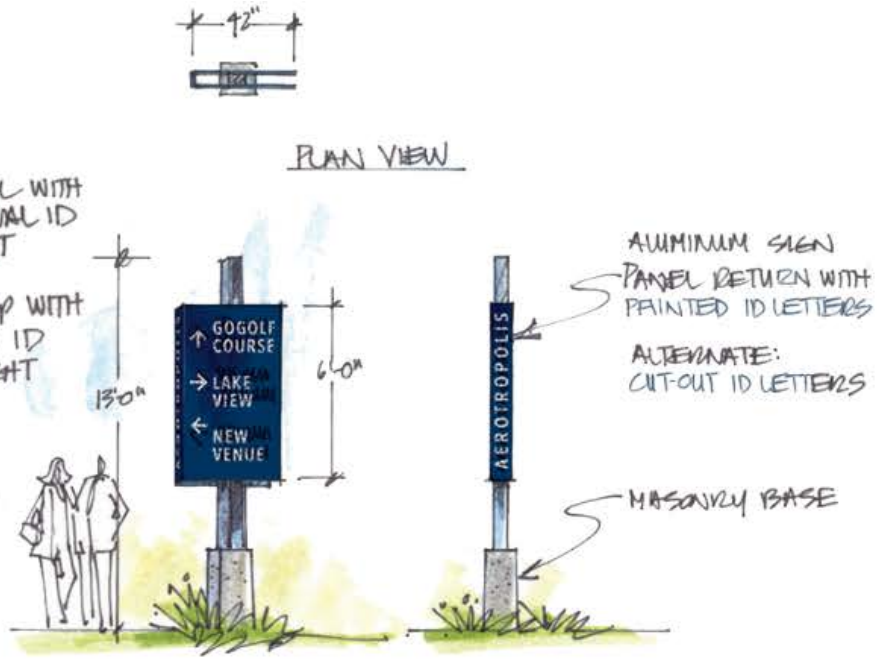
Refined Concept

DISTRICT AND LOCAL

DISTRICT ID-VERTICAL



DISTRICT ID- HORIZONTAL



DIRECTIONAL SIGN

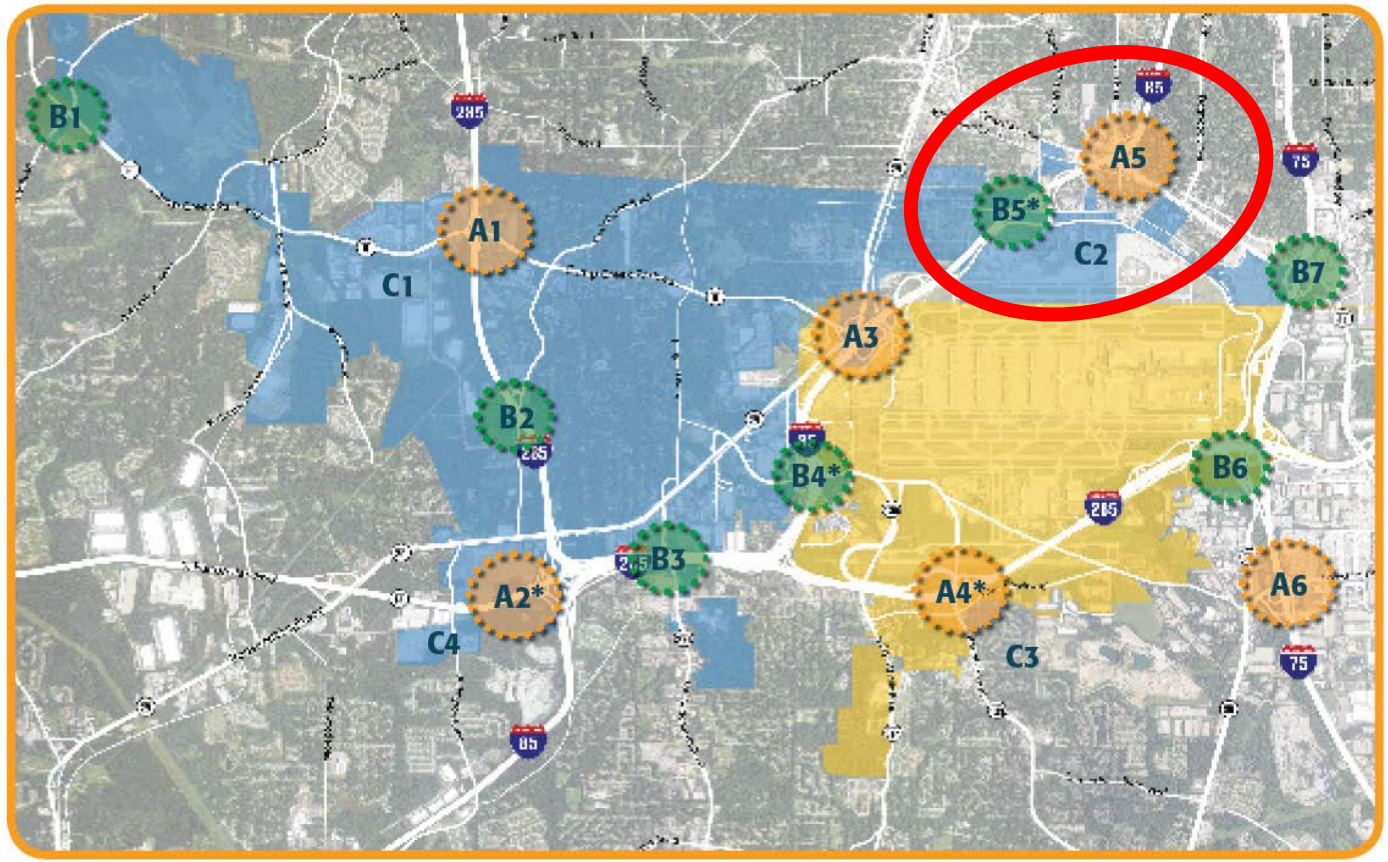
5-Year Implementation

Regional Signage

- A5 – I-85 and Sylvan Road/Central Avenue

District Signage

- B5 – I-85 and Virginia Avenue

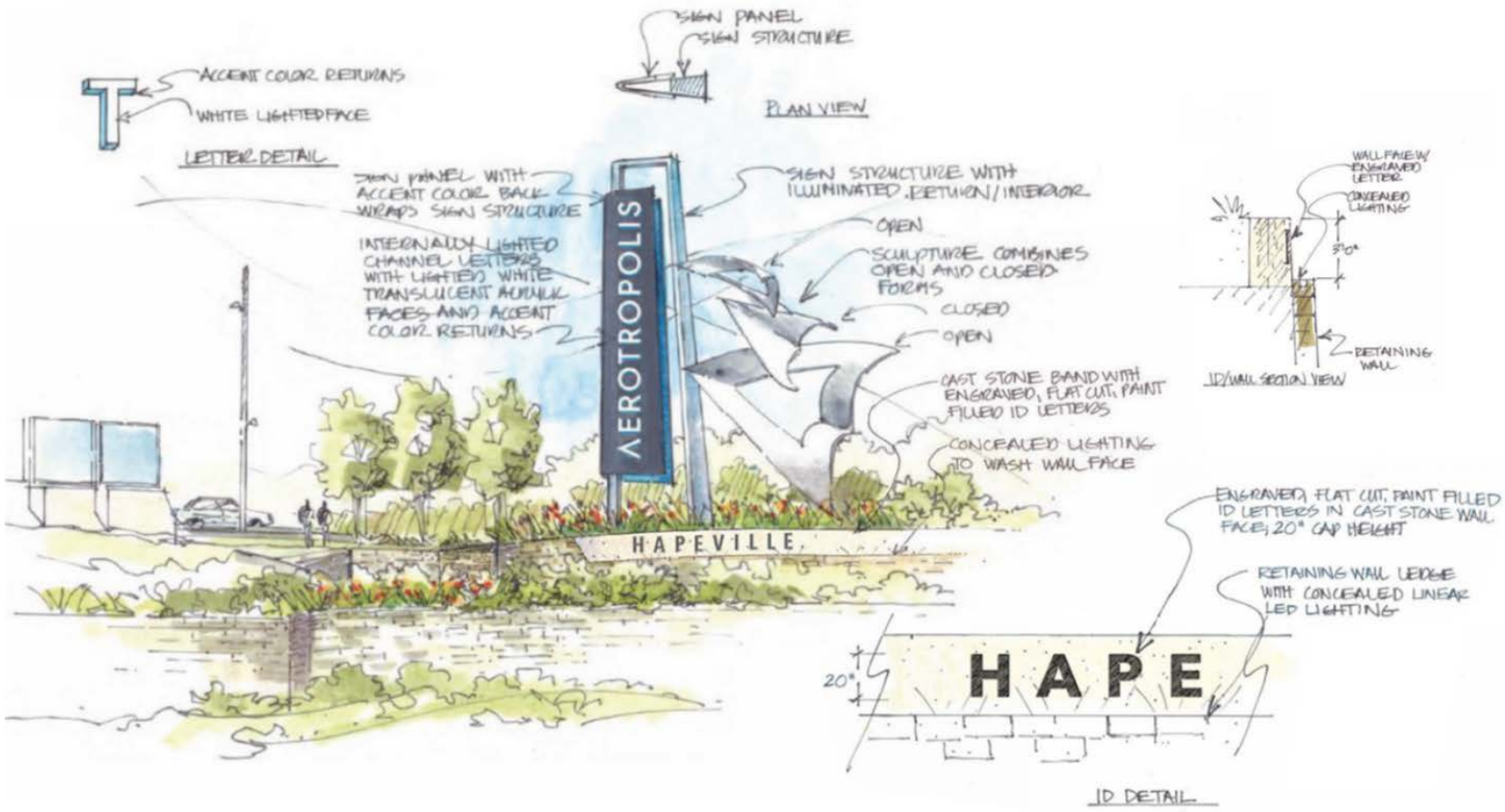


Funding Information

Hapeville – 3 Total Signs

- 2 Regional Signs
- 1 District Sign

A joint meeting will be held in January to discuss funding scenarios



OMNIA PARTNERS

NATIONALIPA

U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

KOMPAN®
Let's play

City of Hapeville Georgia

Park and Green Space Design Transformations – *December 10, 2019*

Who is Kompan?

Noteworthy Partners and Local Projects

- City of Atlanta Parks and Recreation
- City of Smyrna
- City of Brookhaven
- Trust for Public Land Georgia
  Rodney Cook, Sr. Park
- The Westminster Schools
- Whitefield Academy
- The Home Depot Backyard at
  Mercedes-Benz Stadium
- Stone Mountain Park

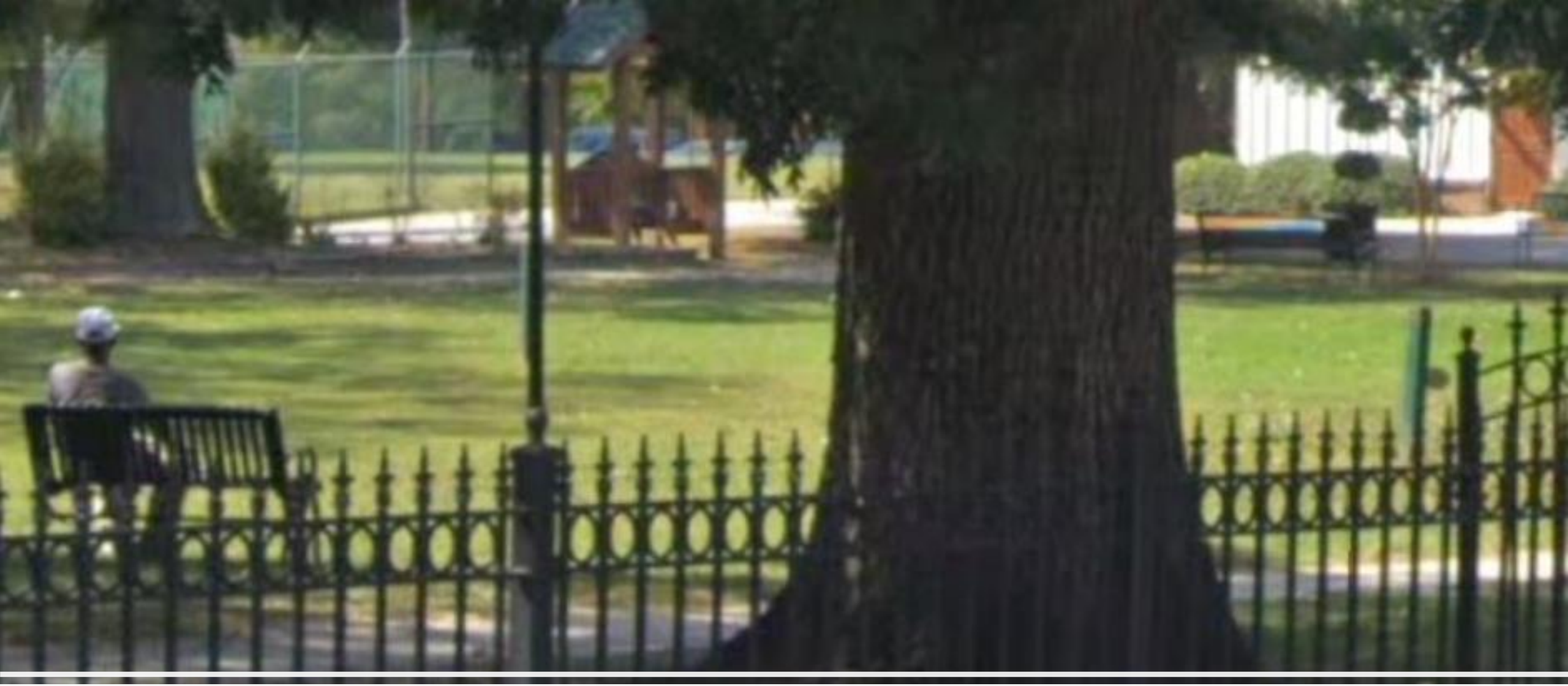
Perspective Hapeville Green Space Redesigns

- Jess Lucas Playground *(younger children)*
- Jess Lucas Park Outdoor Fitness Trail
- Moreland Way Community Playground
- Lake Drive Community Playground
- Cofield Community Playground and Outdoor Fitness Trail
- Meadow Road Soccer and Football Practice Field

KOMPAN® Let's play

Jess Lucas Playground

KOMPAN
Jess Lucas Park



Jess Lucas Fitness

KOMPAN
Jess Lucas Fitness Stations
KOMPAN

Moreland Way Playground

KOMPAN
Moreland Way

KOMPAN
Moreland Way
Spinning Training Experimenting Rocking Swinging Pretending Gathering Climbing Balancing Sliding

KOMPAN
Moreland Way
Spinning Training Experimenting Rocking Swinging Pretending Gathering Climbing Balancing Sliding

FreeGame
KOMPAN
Moreland Way
Spinning
Training
Experimenting
Rocking
Swinging
Pretending

Lake Drive Park Playground

KOMPAN
Lake Drive Community Playground

Cofield Park Playground and Fitness Trail

KOMPAN
Cofield Park Playground
Spinning
Training
Rocking
Gathering
Balancing

Cofield Park Playground

KOMPAN

Spinning Training Rocking Gathering Balancing

KOMPAN

Cofield Park Playground

Spinning Training Rollerblading

KOMPAN

Cofield Park Playground

Spinning Training Rocking Gathering Balancing

KOMPAN

Cofield Park Playground

Spinning Training Rocking Gathering Balancing

Meadow Road Soccer Field Conversion

Meadow Road Combination Football and Soccer Field

KOMPAN

Meadow Road Combination Football and Soccer Field

KOMPAN

Design and Turnkey Renovation Cost Summaries

Park Project	Cost Estimates
Jess Lucas Playground (2-5 yr. olds)	$72K
Jess Lucas Fitness Trail	$96K
Moreland Way Playground and Field	$118K
Lake Drive Playground	$126K
Cofield Playground and Fitness Trail	$107K
Meadow Road Practice Fields	$80K

U.S. Communities/Omnia Partners Discounted Total:

$599, 308

** Volume Discounts and Pricing Valid until December 30, 2019*

Thank you!

Sonja Jackson
Kompan
Georgia-West

Department of Planning and Zoning
Planner's Report

DATE: November 26, 2019
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: Dimensional Requirements

BACKGROUND

The Planning Commission has requested changes to the Dimensional Requirements to facilitate renovations and new development in the City of Hapeville. In the process of reviewing the Dimensional Requirements, staff has also identified errors in the existing text. The following text amendment adopts the changes recommended by the Commission and includes corrections to existing errors and is presented for recommendation to Mayor & City Council.

CODE

ARTICLE 5. - R-AD ZONE (RESIDENTIAL-ARCHITECTURAL DESIGN)

Change:

Sec. 93-5-5. - Unit size.

The minimum floor area of the principal dwelling shall not be less than 1,400 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

To:

Sec. 93-5-5. - Unit size.

The minimum floor area of the principal dwelling shall not be less than 1,000 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

ARTICLE 22.1 DIMENSIONAL REQUIREMENTS

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

Remove column "Bed & Bath Req."

Other changes are highlighted in table below:

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

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
R-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
	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.

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	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		
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

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached— Duplex	40	4,000	2,000	1,000	50	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	40	10,000	2,500	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
	Accessory Structure(s) Conditional								5	5	2	25		Conditional

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	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.	
	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.	

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
I-1	Light Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
I-2	Heavy Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
N-C	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Duplex	80	8,500	4,250	1,000	60	15	15	5	20	2½	35	2 DU	2
	Single-family Attached Patio/Townhomes	60	10,000	2,500	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		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	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 and Live-Work Unit	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	a.
	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.
	Accessory Structure(s)								0	0	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	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. Reserved.

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

DRAFT

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93 ("ZONING"), ARTICLE 22.1 ("DIMENSIONAL REQUIREMENTS"), SECTION 93-22.1-1 ("CHART OF DIMENSIONAL REQUIREMENTS") 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 amend and update the dimensional requirements within the zoning code.

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

Section One. Chapter 93 (Zoning), Article 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 section in its entirety and inserting in lieu thereof the following language:

DRAFT

City of Hapeville
Article 22.1 Dimensional Requirements

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

	Two-Family Attached—Duplex		8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-3	Single-family Detached	60	8,500	8,500	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached—Duplex	60	8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/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
	Accessory								5	6	2	25		

	Structure(s)													
	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		
R-5	Single-family	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1

	Detached													
	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
	Accessory								5	5	2	25		

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	Structure(s)													
	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
	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.	
	Nonresidential with floor areas in exceeding 6,000 sf	200	5 acres	1,000	500	50	15	15	15	25		40 b.	c., d., e.	

C-1	Nonresidential					80	15	15	0	0		40 b.	c., e.	
C-2	Nonresidential					80	15	15	0	0		40 b.	c., d., e.	
D-D	Nonresidential					80	15	15	0	0		40 b.	c., e.	
I-1	Light Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
I-2	Heavy Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
N-C	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Duplex	80	8,500	4,250	1,000	60	15	15	5	20	2½	35	2 DU	2
	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	20	2½	35	2 DU	a.
	Accessory								5	5	2	25		

	Structure(s)													
	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 and Live-Work Unit	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	a.
	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.
	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.	

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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. Reserved.

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:

_____
Crystal Griggs-Epps, City Clerk

APPROVED BY:

_____
City Attorney

DRAFT

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: 11/04/2019.

Subscribed and sworn to before me this November 4, 2019

K MARTIN
NOTARY
EXPIRES
GEORGIA
08/05/2023
PUBLIC
DEKALB COUNTY

NOTICE

The City of Hapeville, Georgia will be considering an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 22.1 (Dimensional requirements), Section 93-22.1-1 (Chart of dimensional requirements) to amend and update the dimensional requirements within the zoning code on November 19, 2019 at 6:00 p. m. in the Municipal Court Complex located at 700 Doug Davis Drive, Hapeville, Georgia 30354.
#0000435982:11/04-1AS

DRAFT

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93 ("ZONING"), ARTICLE 5 ("R-AD ZONE (RESIDENTIAL-ARCHITECTURAL DESIGN)"), SECTION 93-5-5 ("UNIT SIZE") 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 amend and update the unit size requirements in the R-AD Zone.

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

Section One. Chapter 93 (Zoning), Article 5 (R-AD Zone (Residential-Architectural Design)), Section 93-5-5 (Unit Size) of the City Code of Ordinances is hereby amended by striking the section in its entirety and inserting in lieu thereof the following language:

The minimum floor area of the principal dwelling shall not be less than 1,000 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

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:

{Doc: 02288506.DOCX}

_____
Crystal Griggs-Epps, City Clerk

APPROVED BY:

_____
City Attorney

DRAFT

Department of Planning and Zoning
Planner's Report

DATE: August 16, 2019
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: Dimensional Requirements

BACKGROUND

The Planning Commission has requested changes to the Dimensional Requirements to facilitate renovations and new development in the City of Hapeville. In the process of reviewing the Dimensional Requirements, staff has also identified errors in the existing text. The following text amendment adopts the changes recommended by the Commission and includes corrections to existing errors and is presented for recommendation to Mayor & City Council.

CODE

ARTICLE 5. - R-AD ZONE (RESIDENTIAL-ARCHITECTURAL DESIGN)

Change:

Sec. 93-5-5. - Unit size.

The minimum floor area of the principal dwelling shall not be less than 1,400 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

To:

Sec. 93-5-5. - Unit size.

The minimum floor area of the principal dwelling shall not be less than 1,000 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

ARTICLE 22.1 DIMENSIONAL REQUIREMENTS

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

Remove column "Bed & Bath Req."

Other changes are highlighted in table below:

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

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
R-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
	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.

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	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		
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

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached— Duplex	40	4,000	2,000	1,000	50	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	40	10,000	2,500	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	1,400	70	15	15	10	25		40 b..	2 DU	12
	Accessory Structure(s) Conditional								5	5	2	25		Conditional

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	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.	
	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.	

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
I-1	Light Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
I-2	Heavy Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
N-C	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Duplex	80	8,500	4,250	1,000	60	15	15	5	20	2½	35	2 DU	2
	Single-family Attached Patio/Townhomes	60	10,000	2,500	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	15 DU	1
	Accessory Structure(s)								0	0	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	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 and Live-Work Unit	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	a.
	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.
	Accessory Structure(s)								0	0	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	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. Reserved.

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

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: 11/04/2019.

Subscribed and sworn to before me this November 4, 2019

K MARTIN
NOTARY
EXPIRES
GEORGIA
08/05/2023
PUBLIC
DEKALB COUNTY

NOTICE

The City of Hapeville, Georgia will be considering an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 5 (R-AD Zone Residential-Architectural Design), Section 93-5-5 (Unit size) to amend and update the unit size requirements in the R-AD Zone on November 19, 2019 at 6:00 p.m. in the Municipal Court Complex located at 700 Doug Davis Drive, Hapeville, Georgia 30354.

#0000435985:11/04-1AS

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: 11/04/2019.

Subscribed and sworn to before me this November 4, 2019

K MARTIN
NOTARY
EXPIRES
GEORGIA
08/05/2023
PUBLIC
DEKALB COUNTY

NOTICE

The City of Hapeville, Georgia will be considering an amendment to the Code of Ordinances, City of Hapeville, Georgia Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Section 93-1-2 (Definitions) for the purpose of amending and updating the ordinances regarding veterinarians, animal hospitals and kennels on November 19, 2019 at 6:00 p. m. in the Municipal Court Complex located at 700 Doug Davis Drive Hapeville Georgia 30354.
#0000435980:11/04-1AS

Planning Commission Meeting

700 Doug Davis Drive
Hapeville, Georgia 30354

April 9, 2019 6:00PM

MINUTES

1. Welcome and Introduction

   Chairman Brian Wismer called the meeting to order at 6:00 p.m. in the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. Members in attendance included Vice Chairman Jeanne Rast, Lucy Dolan, Larry Martin and Charlotte Rentz. Secretary Adrienne Senter and City Planners Lynn Patterson and Michael Smith were also present.

   Commissioners Kaity Ferrero and Mark Farah were unable to attend the meeting.

2. Minutes of February 12, 2019

   MOTION: Lucy Dolan made a motion; Charlotte Rentz seconded to approve the minutes of February 12, 2019 as amended. Motion Carried: 4-0.

3. New Business

   a. 325 Sunset Avenue Conditional Use Permit

   Phil Ellen on behalf of Georgia Communities, Inc. requested approval of a conditional use permit to operate a senior living facility at 325 Sunset Avenue, Parcel Identification Number 14 009600060133. The property is zoned U-V, Urban Village.

   The proposed 74-unit development will serve seniors ages 55 and above and include 1 & 2-bedroom units. In an effort to promote quality of life, the development will include several amenities such as an exercise facility, computer lab, and an event room for birthday parties and bingo to name a few.

   Prior to submission of the site plan and required approvals, the property will be replatted such that the parking will be added to the developed parking.

   Commissioner Martin expressed concern regarding the use of undeveloped land within the city.

   - Public Comment – none.

   MOTION ITEM: Lucy Dolan made a motion; Larry Martin seconded to recommend the Mayor and Council grant the conditional use permit to operate a senior living facility at 325 Sunset Avenue. Motion Carried: 4-0.

b. 525 King Arnold Street Site Plan Review

Will Bryant of behalf of Fulton County Library System requested site plan approval for the construction of a 5,975-sf library at 525 King Arnold Street, Parcel Identification Number 14 0095 LL0701 and 14 0095 LL0131. The properties are zoned V, Village.

The current property is occupied by an existing 5,675-sf library. The applicant intends to demolish the existing structure and build a new 5,975-sf library on the site. The development is shown being within a 15-foot setback line on all sides. However, the building canopy is shown as encroaching on the south side setback facing the street. The applicant received a variance on March 28, 2019 to allow the canopy to overhang the front setback by 12'-2".

The site will have 42 parking spaces shared with the nearby park, with 31 exclusive to the library including 19 in a new lot and 12 in an existing lot which will be restriped.

The landscape plan includes the location and types of trees currently on the site within the planned construction area. The applicant proposes removing six trees, including one 42" landmark hardwood tree.

The building is a LEED Certified structure (Leadership in Energy Efficient Design) which means healthier, more productive places, reduced stress on the environment by encouraging energy and resource-efficient buildings, and savings from increased building value with higher lease rates and decreased utility costs. As part of the LEED Certified no irrigation system is planned. However, xeriscaping is planned to include native species drought tolerance plants that will be maintained.

Commissioner Martin expressed concerns regarding the building location and pedestrian safety. In addition, Mr. Martin stated that allowing the parking lot to remain in the front of the site would preserve trees.

Chairman Wismer asked if they City would consider on-street parallel parking along King Arnold Street to create a natural buffer.

- Public Comment – None.

MOTION ITEM: Larry Martin made a motion to reconsider the location of the building from the street. Motion died for lack of second.

MOTION ITEM: Jeanne Rast made motion; Lucy Dolan seconded to approve the site plan subject to the following conditions:

1. The LEED Certification and xeriscaping does not require irrigation, but the plants must be maintained.

2. Must submit calculations for impervious surface or lot coverage must be less than 70 percent.
3. Must meet the deficiencies outlined by the City Engineer, City Planner and Fire Marshal.

Discussion: Larry Martin made a motion to amend the motion to revise the site plan to remove the three parking spaces on west side of the property in order to preserve the trees and ask the developer to apply for a parking variance from the Board of Appeals. Motion died for lack of second.
Motion Carried: 3-1; Larry Martin opposed.

c. Veterinarians, animal hospitals and kennels Text Amendment
Consideration to amend the code for veterinarians, animal hospitals and kennels, of the Code of Ordinances for the City of Hapeville.

Staff is requesting a text amendment to allow for veterinarians and animal hospitals in all commercial districts. Kennels, where animals are boarded for an extended period of time, will be allowable in I-1 and C-1, where they are already allowed, and will be added to C-2 districts.

Public Comment – None.

MOTION ITEM: Larry Martin made a motion; Charlotte Rentz seconded to recommend the Mayor and Council approve the text amendment as requested.
Motion Carried: 4-0.

4. Old Business
a. Accessory Uses/Buildings Text Amendment
Consideration and Action of an Ordinance to amend Section 93-2-5, Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences, of the Code of Ordinances for the City of Hapeville, Georgia. This item was tabled at the February 12, 2019 meeting pending recommended changes.

The Commission requested staff clarify the language in Section 93-2-5(a) regarding water supply and item (g) under definitions regarding additional parking spaces.

Public Comment: None.

After further discussion the following action was taken:

MOTION ITEM: Jeanne Rast made a motion; Charlotte Rentz seconded to recommend the Mayor and Council approve the Accessory Uses/Buildings Text Amendment with proposed changes. Motion Carried: 4-0.

b. Chart of Dimensional Requirements Residential Building Height
Discussion regarding the height requirements for new residential development.
This item was discussed at the February 12, 2019 meeting.

Staff discussed this issue with members of the Design Review Committee and several architects, and it was determined that there is no standard verifiable reason to restrict residential building height.

Due to time constraints, the following action was taken:

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to table this item until the May 14, 2019 meeting. Motion Carried: 4-0.

c. Proposed Zoning Code Amendments
Open discussion regarding proposed zoning code amendments.

No action taken.

5. Next Meeting Date – May 14, 2019 at 6:00PM

6. Adjourn

MOTION ITEM: Lucy Dolan made a motion; Charlotte Rentz seconded to adjourn the meeting at 8:00 p.m. Motion Carried: 4-0.

Respectfully submitted,

_____
Chairman, Brian Wismer

_____
Secretary, Adrienne Senter

DRAFT

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93 ("ZONING"), ARTICLE 1 ("TITLE, DEFINITIONS AND APPLICATION OF REGULATIONS"), SECTION 93-1-2 ("DEFINITIONS") 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 amend and update the ordinances regarding veterinarians, animal hospitals, and kennels.

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

Section One. Chapter 93 (Zoning), Article 1 (Title, Definitions and Applications of Regulations), Section 93-1-2 (Definitions) of the City Code of Ordinances is hereby amended by adding the following definitions to Section 93-1-2(c):

Animal Hospital. Any facility used by a veterinarian or their staff to treat diseased or injured animals, and to board animals exclusively as required for treatment.

Veterinarian. Any facility used by a person who holds a license to practice the profession of veterinary medicine in the state. Veterinarians may board animals exclusively as required for treatment.

Chapter 93 (Zoning), Article 1 (Title, Definitions and Applications of Regulations), Section 93-1-2 (Definitions) of the City Code of Ordinances is hereby further amended by replacing the definition of "Kennel" in Section 93-1-2(c) with the following language:

Kennel. Any building or land use, designed or arranged for the boarding, breeding, or care of dogs or cats for a fee. A 'kennel' does not include a facility that boards animals exclusively as part of veterinary care.

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

Section Seven. 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:

_____

Crystal Griggs-Epps, City Clerk

APPROVED BY:

_____

City Attorney

DRAFT

Department of Planning and Zoning
Planner's Report

DATE: **July 18, 2019**
TO: **Adrienne Senter**
FROM: **Lynn Patterson, Consulting Planner for City of Hapeville**
RE: **Definitions for Veterinarians, Animal Hospitals, and Kennels**

BACKGROUND

The following is a proposed text amendment to update the definitions for "Animal Hospital", "Veterinarian", and "Kennel" found in Sec. 93-1-2 of the Zoning Code.

CODE

ARTICLE 1. – TITLE, DEFINITIONS AND APPLICATION OF REGULATIONS

Sec. 93-1-2. – Definitions

(c) *Definitions*

Add "*Animal Hospital.* Any facility used by a veterinarian or their staff to treat diseased or injured animals, and to board animals exclusively as required for treatment."

Add "*Veterinarian.* Any facility used by a person who holds a license to practice the profession of veterinary medicine in the state. Veterinarians may board animals exclusively as required for treatment."

Change "*Kennel.* Any building or land use, designed or arranged for the boarding, breeding, or care of dogs for a fee" to "*Kennel.* Any building or land use, designed or arranged for the boarding, breeding, or care of dogs or cats for a fee. A 'kennel' does not include a facility that boards animals exclusively as part of veterinary care."

City of Hapeville

Proposed Revisions - Tree Conservation Ordinance

November 7, 2019

TJ Schell with Staff

Section 93-2-14 - TREE CONSERVATION ORDINANCE

GENERAL INFORMATION

The Mayor and Council of the City of Hapeville hereby finds that the protection and preservation of Trees, the planting of new Trees and other landscape material as part of the land development process is a public purpose and provides for the public health and general welfare. This Ordinance is intended to further the City's policy that all development sites where Trees are most commonly removed will achieve upon project completion, a uniform standard related to preserved Tree coverage, planted Tree coverage and Buffers.

A healthy urban forest will increase the fiscal and psychological value of property, reduce the urban heat island effect and contribute to the community's aesthetic quality. These benefits are crucial to the long-term health and welfare of Hapeville's citizens, businesses, workers, and visitors.

Section (1) - Purpose

The purpose of this Ordinance is to firmly establish the value of Trees to the community and to promote the health, safety, and general welfare of the public by recognizing the standards within this Article. Tree canopy preservation and Tree replacement will be promoted as an integral part of the land development and construction process in the City of Hapeville. Specific benefits to our citizens attributed to Trees include:

- Trees facilitate a harmonious community and help to conserve natural resources as well as provide wildlife habitats.
- Trees provide a more attractive place to live and enhance the aesthetic character of the community.
- Trees mitigate harmful vehicle emissions by reducing carbon dioxide levels.
- Trees are recognized for their importance in the production of oxygen, shading and cooling, noise and wind reduction, prevention of soil erosion, dust filtration and fostering improved air quality
- Trees contribute to the economic value of real property.
- Trees help reduce the glare of motor vehicle lights and enhance the appearance of open automobile parking areas and lands used for commercial, public/institutional, office, industrial, and residential purposes.
- Trees can enhance the natural functions of streams and related buffers.

Section (2) - Definitions.

All words in these standards have their customary dictionary definition except as specifically defined herein. The words "shall" and "must" are mandatory, and the words "may" and "should" are permissive.

Basal Area: A forestry industry standard used to describe the cross-sectional area of a Tree expressed in square inches, of a Tree measured at four and one-half (4.5) feet above the ground or diameter at breast height (DBH).

Berm: A mound of soil, either natural or man-made, used to screen one (1) site or property from the view of another.

Boundary Tree: Boundary tree means a tree 20 inches DBH or larger located on any part of a property adjacent to a permitting property with any portion of the root plate extending into the permitting property (see Root plate.) Boundary trees must be in good health as determined from the vantage point of the property to be developed (pre-construction digital photographs required). This provision shall not authorize the trespass on private property abutting the site.

The applicant shall notify the adjoining property owner of a Boundary Tree in writing that the Root Plate of a Boundary Tree is to be disturbed and if the tree should thereafter be damaged or die due to construction impacts, it will be handled as a civil matter between the Applicant and the Boundary Tree owner. The Applicant must provide a copy of any letter and the certificates of mailing prior to permit issuance.

Buffer: If not defined elsewhere in the code, a naturally existing area, a landscaped area or a combination of both designated for screening or around the perimeter of a parcel provided to soften the view of two (2) adjacent lots or parcels from one another.

Buildable Area: Portion of a parcel excluding the required setbacks, easements, planting areas, environmental (streams, wetlands) and areas within the future right-of-way.

Caliper (or Cal.): American Association of Nurseryman standard for trunk measurement of nursery stock. Caliper of the trunk shall be taken six (6) inches above the ground for up to and including four-inch Caliper size, and twelve (12) inches above the ground for larger sizes.

City Arborist: The City's designee responsible for administering the provisions of the Tree Conservation Ordinance on behalf of the City. The City Arborist shall not provide services to applicants (i.e. Applicants must engage a Qualified Professional to complete Tree Conservation Plans submitted to the City).

Critical Root Zone (CRZ): The minimum area beneath a Tree which must be left undisturbed in order to preserve a sufficient root mass to give a Tree a reasonable chance for survival. For the purpose of this Ordinance, the CRZ of any given Tree on the applicant’s property shall be represented by a concentric circle with a radius equal to twelve (12) times the diameter of the Tree trunk. No inches will be given if these minimum criteria are not met.

Deciduous Tree: A Tree which sheds leaves annually.

Density Factor: A unit of measure used to prescribe the calculated Tree coverage on a site. The site density factor for areas within the corporate limits of the City of Hapeville is one hundred (100) inches per acre. Please note: Trees in the one-hundred-year floodplain, wetlands and 50' and 25' stream buffers shall be included in the acreage calculation and shall remain protected and undisturbed on-site during construction.

Diameter at Breast Height (DBH): Means the standard measure of a Tree size for those Trees existing on a site that have a Caliper of at least two (2) inches at a height of four and one half (4.5) feet above the ground. If a Tree has 2 or more trunks below four and one half (4.5) feet above the ground, measure the narrowest point below the split.

Genus Cap: A term used to describe a limit determined by this Ordinance in which the quantity of a particular genus cannot exceed thirty (30) percent of the total number of Replacement Trees on a site. This limit is put in place to prevent the creation of a Monoculture.

Land Disturbance Permit (LDP): A permit necessary to begin land-disturbing activity.

Landmark Tree: Any Tree as defined within *Preservation of Landmark trees - Section 3 (1).*

Landscape Plan: A scaled plan that clearly delineates buildings, vehicular use areas, and displays and describes all proposed planting as required per zoning conditions and/or the Tree Conservation Ordinance.

Lot: A measured parcel of land having fixed boundaries and designated on a plot or survey.

Monoculture: A plant culture (i.e. vegetation) that results from growing only one (1) type of plant which creates the opposite condition of biodiversity and can sometimes be responsible for the spread of plant diseases.

Opaque Buffer: If not defined elsewhere in the code, a landscaped area planted in such a manner as to be impenetrable to view, or so obscuring to view that features, buildings, structures and uses become visually indistinguishable.

Open Space: Unoccupied portion of a lot or building site that is open to the sky and may contain outdoor structures or recreational facilities.

Overstory Tree: Means those Trees that compose the top layer or canopy of vegetation and will generally reach a mature height of greater than forty (40) feet.

Parking Lot Trees: Trees and shrubs required pursuant Requirements - General Plan Requirements Section 1 b.

Pervious Area: Area of a parcel or lot left over after Impervious Areas (see Chapter II definitions) are subtracted.

Replacement Planting: The planting of Trees on a site that before development had more Trees, and after development shall have fewer Trees per acre. (Please note: All properties applying for an LDP must meet the minimum 100 inches per acre whether a site had Trees prior to development).

Replacement Tree: A new Tree planted on a site outside of a Tree Protection Area that is used to meet the required 100 inches per acre.

Residential Lot: A lot shown on a subdivision plat as recorded in the records of Fulton County.

Root Barrier: For the purpose of this Ordinance, a mechanical guide (typically hard plastic) that redirects root down and away from sidewalk driveway or other built structures. Use of root barriers will be at the sole discretion of staff on a case by case basis.

Root Plate: The area of the root zone comprised of pedestal roots, the zone of rapid taper and roots under compression, the directional radius of which based upon the Tree trunk diameter at 4.5 feet above the ground. The root plate will typically be represented by a concentric circle centering on the Trees trunk with a radius equal in feet to one-half times the number of inches of the trunk diameter. (Failure of the Tree could result if roots in this area are damage or destroyed. Example: The root plate radius of a 20-inch diameter Tree is 10 feet.)

Screening: Solid fencing, walls, berms, or dense vegetation used to conceal a Lot or part thereof from view.

Sidewalk Landscape Area: The portion of a sidewalk area, adjacent to the street curb and reserved for the placement of Trees, groundcover, and street furniture including utility poles, waste receptacles, fire hydrants, traffic signs, traffic control boxes, Tree grates, newspaper boxes, bus shelters, bicycle racks and similar elements in a manner that does not obstruct pedestrian access or motorist visibility. Note: The following may cross in a perpendicular manner but shall not be located within the Sidewalk Landscape Area: storm drain lines, sanitary sewer lines, water lines, electrical lines and any other utilities not specifically mentioned.

- If existing underground utilities are present, staff may allow alternative proposals on a case by case basis.
- In the event that existing overhead power lines prohibit the planting of required Overstory Trees, an appropriate Understory Tree species may be selected and approved for required inches according to accepted horticultural standards and as approved by the impacted utility (See Appendix A).

Site Plan: Site plan required by builder's representative for records/documentation at the time a development permit is applied for/purchased (Single Family, Multi-Family and Commercial).

Tree: Any living, self-supporting woody or fibrous plant which normally obtains a diameter breast height (DBH) of at least three (3) inches and typically has one (1) main stem or trunk and many branches and shall be on the approved City of Hapeville Street Tree List (See Appendix A)

Tree Bank: Fund established to purchase, install, and maintain Trees throughout the City's public areas, including parks, green spaces, right-of-way, and government building sites as directed by the Community Services Director.

Tree Save Area: Means a protected area designated for the purpose of meeting the 100 inches per acre requirements, saving/preserving trees in their natural state.

Tree Protection Fencing: A barrier installed at and around the perimeter of a Tree Protection Area to prevent intrusion of construction-related activities in which fencing is a minimum of four (4) feet in height and is at the CRZ.

Understory Tree: A Tree that, under normal forest conditions, may grow to maturity beneath overstory Trees and will generally reach a mature height of at least ten (10) feet but less than forty (40) feet.

Section (3) - Applicability

The regulations included in this Ordinance shall apply to all properties located within the City of Hapeville unless otherwise noted in this Section.

Single-Family Residential outside of Land Disturbance Permit activities

- The removal of five (5) or fewer Trees, other than Landmark Trees or Trees needed to meet the minimum 100" (inches) per acre, is allowed with a permit (no fee associated with this permit) on any Residential Lot within a single calendar year.
- Exemptions will be allowed to the 5 Tree per year limit by City staff if the property owner must remove Trees in order to build a newly permitted structure, or to build an addition to or to make improvements to an existing structure, or to improve the health of other Trees

in the landscape. The property owner must ensure the minimum 100” per acre standard is achieved.

- Trees under 3" Caliper that were not planted to meet the minimum 100 inches per acre or a condition of zoning or the Architectural Design Standards can be removed without a permit.
- Regarding private property owners and/or Residential Lots not incidental to development, a Tree removal permit is required for Landmark Tree removal. A permit will be granted if the Landmark Tree is clearly dead, dying, diseased with no chance for recovery or presenting imminent danger to life, limb or property. The property owner shall be required to provide a letter stating such from a Certified Arborist.
- Unless a tree or portion of a tree threatens the right-of-way or is on public property, the City will not have any responsibility for requiring property owners to remove trees.

Non-Single-Family Residential Outside of LDP activities:

- Any new construction, renovation, or alteration of a building that results in an expansion or alteration of the total square footage of the building footprint shall invoke the requirements contained in the Tree Conservation Ordinance. The Tree Conservation Ordinance shall be enforced by the City, designated agent, and/or the Municipal Court of the City of Hapeville.
- Should a shared parking agreement be undertaken so that the parking requirements of a property are provided by a parking lot on a separate parcel, said parking lot must come into compliance with the requirements of the Tree Conservation Ordinance.
- If Landmark Tree removal is requested, refer to the standards set forth in the Tree Conservation Ordinance.
- Trees under 3” Caliper that were not required by Ordinance or conditions of zoning or the Architectural Design Standards can be removed without a permit.
- Trees 3” Caliper and greater that do not meet the Landmark Tree criteria require a tree removal permit. City staff shall determine whether portions of the Tree Conservation Ordinance apply on a case by case basis.
- Unless a tree or portion of a tree threatens the right-of-way or is on public property, the City will not have any responsibility for requiring property owners to remove trees.

REQUIREMENTS

Section 1 - General Plan Requirements

1. A Tree Conservation & Replacement Plan shall be submitted and approved as part of the pre-development site plans as required by the provisions of this Ordinance. **No plans shall be accepted by City staff unless Tree Protection and/or Tree Replacement Plans are included in the initial submittal**. All commercial parcels and Residential Lots (if applicable) under development shall comply with Street Tree, Parking Lot Tree and Buffer Tree requirements regardless of whether the

100” per acre has been met with existing trees. Street Tree requirements are subject to the Architectural Design Standards and the Zoning categories identified within the City of Hapeville Zoning Ordinance.

(a) Any areas with Trees required between the sidewalk and back of curb shall be designed so that required Street Trees are planted in a suitable soil volume. Planting environment shall provide an average soil depth greater than or equal to three (3) feet. Each Street Tree shall have a minimum area suitable for root growth of two hundred square feet provided.

- In addition to or in conjunction with the Tree Protection Areas, each single-family residential lot 7,500 sf or greater shall contain a minimum of (2) two 2" Caliper overstory Trees, at least one of which must be located in the front yard.
- In addition to or in conjunction with the Tree Protection Areas, each single-family residential lot less than 7,500 sf shall contain a minimum of (2) two 2" Caliper Trees (1 overstory and 1 understory), at least one of which must be located in the front yard.

(b) Parking Lot Trees shall be provided in landscape islands in parking areas proposing ten (10) or more spaces. Parking areas with fewer than 5 spaces and multi-level parking decks are exempt.

(c) A sufficient number of (minimum) 3" Caliper Trees must be planted in interior portions of parking lots so that no parking space is more than fifty (50) feet from a parking lot Tree. Show a fifty-foot radius dashed circle for each Parking Lot Tree on Tree Replacement Plan to verify graphically. Up to 20% of Parking Lot Trees may be planted along the perimeter of the parking lot. Landscaped islands shall terminate each row of parking and all landscaped islands planted with Trees shall provide a minimum of 200 square feet per Tree. Light poles are not permitted in parking lot islands, peninsulas and medians unless they are a minimum of 20' from any planted Tree (See Appendix B for Typical Details).

(d) All parking areas directly adjacent to public Rights of Way shall have a minimum of one (1) row of shrubs to create a visual screen. The shrubs shall be installed at 24” height minimum and shall be maintained between 30- 48” height. (See Appendix B for Typical Detail).

(e) The Tree Replacement Plan shall be designed so that all Parking Lot Trees are planted in a suitable soil volume. Planting environment shall provide an average soil depth greater than or equal to three (3) feet. Each Parking Lot Tree shall have a minimum area suitable for root growth of two hundred (200) square feet provided; however, if this minimum square footage is not provided, subsurface soil cells shall be incorporated into the Tree Replacement Plan. All applicable details to show an industry standard subsurface soil cell design shall be attached as part of the Tree Replacement Plan. (See Appendix C).

TREE REPLACEMENT AND PROTECTION

Section 1 - Tree Density Requirements

The applicant shall provide a development plan demonstrating both responsible canopy preservation and Tree replacement inches on sites submitted for development. Any Trees saved (with undisturbed CRZ’s) will receive appropriate inches. Please note: All properties applying for an LDP must meet the minimum 100 inches per acre whether or not a site had Trees prior to development.

All Trees designated for replacement shall be on an inch for inch basis. The density of 100 inches per acre may be achieved as follows:

- counting existing Trees (inches measured at DBH) to be preserved with no impact to CRZ
- planting new Trees (minimum 2" Caliper) for lots that do not have the required 100 inches per acre

  Formula:

  Acreage x 100 Inches = Required Inches per Acre

  Example: 3.2 Acres x 100 Inches = 320 Inches Required

The minimum required inches per acre shall be calculated and established pursuant to the formula as shown above and calculations shall be in a prominent location on the Tree Preservation and Replacement Plan. All applicable sites brought in for land development must maintain a minimum of 100 inches per acre. Street Trees and/or parking lot Trees planted after the minimum required inches per acre for the site has been satisfied can be counted toward Landmark Tree recompense.

- For planted evergreen trees, the following conversions shall apply:

Evergreen Tree Inches:	**Evergreen Tree Sold by Height**:
2”	6’ Minimum
3”	8’ Minimum
4”	12’ Minimum
5”	16’ Minimum
6”	18’ Minimum

- For multi trunk trees; measure the narrowest point below the split
- Tree form shrubs shall not be given credit.

Section 2 - Preservation of Existing Trees

An emphasis of this Ordinance is the preservation of as many existing Trees as possible. Thus, inch for inch credit will be given for preserving existing Trees. No credit will be allowed for shrubs or for Trees with impact to their CRZ. Please note: Administrative variances for encroachment into CRZ shall not be considered.

1. All Trees to be counted toward meeting the required 100 inches per acre must be inventoried. Existing Tree inventory information (caliper at DBH and Genus) must be shown on the Tree

Protection Plan and must be provided by an ISA certified arborist, forester, surveyor or landscape architect along with a statement that the provider conducted the inventory in the field. If the plan is unclear to City Staff, a Tree survey shall be required. Please note: Landmark Trees must have a surveyed location.

2. Tree Protection Fencing is required to be placed at the CRZ for all Trees to be saved and locations shall be clearly delineated on the Tree Protection Plan. All Tree Protection Fencing shall be installed prior to and maintained throughout the land disturbing and construction process and should not be removed until final landscaping is installed, inspected and final approval granted by the City.

3. Credit inches will be given for Trees preserved in mandatory stream buffers (City and State as applicable). Stream Buffers shall remain undisturbed. The area (measured in acres) of the undisturbed stream buffers shall be included in the total site acreage when calculating required inches per acre.

4. To aid preservation efforts, landowners shall have the option of moving existing Trees to prevent their damage or destruction by development activities. To receive credit for transplanted Trees, the following standards must be adhered to:

   (a) Trees must be less than ten (10) inches Caliper measured six (6) inches above grade;

   (b) Trees must remain within the planting areas of the parcel;

   (c) Trees shall not be moved to or from stream buffers or wetlands

5. Tree Protection Areas for subdivisions should be located in common areas, or in buffers required to be undisturbed by zoning or other regulations, or within building setbacks. If Tree Protection Areas must be located on individual lots, the lots must be of sufficient size to reasonably expect the Trees to be preserved at the completion of the building process. *Please Note: Staff shall have sole discretion over whether the lot is of sufficient size.*

6. With regard to subdivision developments, the City shall require that improvements be located so as to result in minimal disturbance to the natural topography of the lots and the protection of a maximum number of mature Trees on the lot. Damage to mature Trees located within setback and required yard areas be minimized as much as possible under the particular circumstances, as determined by City staff.

7. Every lot in a subdivision shall have Trees, either preserved or planted for which an LDP is obtained after the adoption of this Ordinance. These Trees can be counted as part of the required 100 inches per acre for the development. All planted Trees must be a minimum of two-inch Caliper and must be shown on the required Site Plan. This requirement shall apply to the developer or homebuilder, whoever is the responsible party at the issuance of the Certificate of Occupancy for the individual lot.

Section 3 - Preservation, Replacement and Removal of Landmark Trees

A Landmark Tree is any Tree which qualifies for special consideration for preservation due to its size, type and condition. The following criteria are used by the City to identify Landmark Trees. Both the size and condition criteria must be met for a Tree to qualify.

1. Minimum Size Criteria:

a. 27-inch Caliper at DBH - Oak, Beech, Ash, Blackgum, Sycamore, Hickory, Maple (does not include Silver Maple), Pecan, Walnut, Magnolia (does not include Bigleaf Magnolia), Persimmon, Sourwood, Cedar, Cypress or Redwood

b. 30-inch Caliper at DBH - Tulip Poplar, Sweet Gum, River Birch, Silver Maple or Pine

c. 10-inch Caliper at DBH- American Holly, Dogwood, Redbud or another genus as determined by the City Arborist such as Bigleaf magnolia

2. Condition Criteria:

a. Life expectancy greater than 15 years;

b. Relatively sound and solid trunk with no extensive decay or significant structural deficiencies;

c. No more than two major and several minor dead limbs (excluding pine for minor limbs); and

d. A radial trunk dieback of no more than 20% or a canopy dieback of no more than 30%.

3. Small Trees can be classified as Landmark if of a rare or unusual species, of exceptional quality, or socio-historical significance. Small Trees may also qualify as Landmark if used in a landscape as a focal point of the design. In order to claim this credit, the applicant must submit a letter from a certified Arborist stating that the Tree(s) meet these qualifications (See #5 this Section).

4. An Arborist report for each Landmark Tree that is shown to be impacted by a proposed development requiring an LDP must be submitted to the City to determine whether that Tree meets the condition criteria for Landmark status. The report must be prepared and signed by a Certified Arborist or a registered forester. The report must contain the following information:

   - Site plan showing an accurate surveyed location of the Tree;
   - Identification/verification of the Tree's size, genus and species;
   - Description of the surrounding site conditions;
   - Detailed description of the Tree's condition; and
   - Digital photographs to illustrate any defects which would disqualify the Tree from Landmark status.

   The final determination of Landmark Tree status will be made by City staff after reviewing the report.

   (a) If a Landmark Tree is proposed for removal without an associated LDP either by a single family homeowner or a business, a plan or written documentation indicating the reason for removal must be submitted to the City. The final approval for removal will be made by City staff on a case by case basis.

   (b) The removal of any Landmark Tree impacted by a proposed development must be mitigated by replacing the removed Landmark Tree with minimum four-inch Caliper Trees of comparable species on an inch for inch replacement basis

   Example: 32" Oak would require replanting six (8) 4" Caliper Trees [32 / 4 = 8]. These recompense Trees are in addition to the minimum 100 inches per acre for a particular site.

(c) Any person who removes a Landmark Tree in violation of this Ordinance shall be assessed a fine (See Section #5). Regarding Landmark Trees removed after being designated for preservation on an approved plan, the removed Tree must also be replaced on an inch-for-inch basis x 2 with Tree species with potential for comparable size and quality, regardless of the 100 inches per acre requirement. If a Tree is removed without approval and there is no evidence of its condition, size alone will be the determining factor for replacement. Regarding Landmark Trees removed on a Residential Lot that is not currently being developed, the fine shall be paid as referenced, however there shall be no requirement for replacement of the Landmark Tree.

5. In order to encourage the preservation of Landmark Trees and the incorporation of these Trees into the design of new development projects, the following incentive is offered.

   (a) Preserved Landmark Trees with undisturbed CRZ will receive 1.5 x inches DBH. (30" oak x 1.5 = 45" Inches)

   Under no circumstance will this incentive allow the requirements of the Tree Conservation Ordinance to be reduced administratively.

Section 4 - Tree Protection Standards.

Allowing enough space for a Tree's root system is a critical factor in Tree protection throughout the development process. Disturbance within this critical root zone (CRZ) can directly affect a Tree's chances for survival. In order to protect Trees, the following standards shall apply:

1. The CRZ for each Tree or group of Trees shall be represented on the plan by a circle the size of the CRZ (see definition Critical Root Zone).
2. Site layout should be designed to accommodate Tree Protection Areas.
3. Construction activities shall be arranged to prevent encroachment into Tree Protection Areas.
4. No disturbance whatsoever shall occur within Tree Protection Areas without prior written approval by the City. Disturbance permitted with approval from the City shall be limited to general maintenance (i.e.: removal of dead Trees and/or cleaning of underbrush by hand). Use of machinery shall not be allowed within the Tree Protection Area.
5. Active protective Tree fencing shall be installed along the outer edge of and surrounding the CRZs of all Landmark Trees or stands of Trees designated for preservation prior to land disturbance.
6. Tree Protection Fencing shall be minimum four (4) feet high and made of orange laminated plastic netting with wooden posts and rail fencing or other equivalent material as approved by the City.
8. All protection zones should include signage in English and Spanish that identifies the areas as Tree protection and preservation zones and include the name and phone number of the developer or designated agent.
9. All Tree save fencing must be installed prior to any clearing, grubbing, or grading and must be maintained in functioning condition throughout all phases of development and construction.

10. Once Tree Protection Areas are established and approved, any changes are subject to review and approval by the City.

11. Developer shall notify any adjacent property owner a minimum of 14 days prior to construction dates (copy of notification to be provided to City for permit file) if visual assessment identifies boundary tree root plates are potentially within the proposed limits of disturbance (See root plate definition). Any and all subsequent tree matters shall be a civil matter between the property owner and the developer.

Section 5 - Tree Replacement Standards.

1. The replacement of Trees shall occur within the required yards, Buffers, Open Space, parking lots, and landscape areas, as specified in the Zoning Ordinance and Tree Conservation Ordinance. The following standards for replacement will be used to evaluate proposed Tree planting plans:
    - Existing Tree coverage, size, and type;
    - Number of Trees to be removed from the lot or parcel;
    - Area to be covered with structures, parking, and driveways;
    - Grading plan and drainage requirements;
    - Character of the site and its environs.
2. Replacement Trees shall be ecologically compatible with the intended growing site, contribute to the diversity of the urban forest, and add to the overall aesthetic quality of the City.
3. The spacing of Replacement Trees must be compatible with spatial site limitations with responsible consideration towards species sizes when mature. Typical spacing for Overstory / Street Trees is thirty (30) feet on center, with no overstory Tree being planted less than twenty-five (25) feet on center from any other Tree. Spacing of Understory Trees and/or Trees in parking lots shall be subject to approval of the City and within accepted horticultural standards.
4. If existing overhead power lines prohibit the planting of required Overstory Trees, an appropriate Understory Tree species may be selected and approved for required inches according to accepted horticultural standards and as approved by the impacted utility (See Appendix A).
5. Trees selected for planting may be a species from the recommended Tree species lists shown in the appendices. Use of a species not shown on these lists is subject to approval of the City, according to accepted horticultural standards (See Appendix A).
6. Replacement Trees shall be a minimum two-inch Caliper measured six (6) inches above grade and be protected by a twelve-month guaranteed maintenance surety. (110% of installed amount) beginning at the date of planting.
7. Planting of Replacement Trees within utility, storm drainage, or sanitary sewer easements is not acceptable and no credit will be allowed toward the required inches per acre. City Staff shall determine whether or not the applicant will be required to install Root Barriers to prevent future conflicts for trees planted directly adjacent to proposed easements or utility locations.
8. Trees and plants selected for planting must meet the minimum requirements as provided in the "American Standard for Nursery Stock" (ANSI Standards latest edition).

9. Tree planting may be delayed up to six (6) months in the case of unfavorable climate conditions (drought, flood, extreme heat or cold). Property owners must provide the City with a performance bond (See #6 this Section) that identifies a target date for when the required numbers, sizes, and species of Trees will be planted to meet the requirements of this Ordinance.

10. Each development site (parcel) should contain Trees of sufficient number, size, and type to achieve the minimum required 100 inches per acre, which is determined according to the size of the parcel and is intended to be consistent across uses and underlying zoning categories. Total replacement units should be gathered by using as diverse a palette of species of Trees as possible. However, a minimum of fifty (50) percent of the total replacement units required for any parcel must be achieved in the form of Overstory Trees. When fewer than ten (10) Trees are shown to be planted on a project, one (1) species may be specified. When ten (10) to fifty (50) Trees are shown, a minimum of three (3) species of Trees are required. When more than fifty (50) Trees are shown, a minimum of five (5) species of Trees are required.

11. When ten (10) or more Trees are to be planted, no single genus shall represent more than thirty (30) percent of the required inches per acre.

12. Buffer Planting Standards are as follows:

An Opaque Buffer is a designated area along a property line that is required to be planted for the purpose of Screening. Buffers may be required as a condition of zoning or in areas where incompatible land uses exist (i.e. commercial adjacent to residential).

The Opaque Buffer shall consist of evergreen plant materials that must form an eighty (80) percent visual barrier within two (2) years and a one hundred (100) percent visual barrier within five (5) years. Trees must be minimum six (6) feet height at installation, and shrubs must be minimum twenty-four-inch height at installation.

- Existing Buffer to remain undisturbed: Sparsely vegetated or previously disturbed portions of this undisturbed, existing buffer must be replanted to comply with the definition above;
- Buffer width twenty (20) feet or less: This buffer shall consist of a minimum of one (1) row of Evergreen Trees and one (1) row of evergreen shrubs (See Appendix B);
- Buffer width twenty-one (21) to thirty-five (35) feet: This buffer shall consist of a minimum of two (2) rows of Evergreen Trees and one (1) row of evergreen shrubs (See Appendix B);
- Buffer width +35': This buffer design shall be subject to approval by the City of Hapeville

Evergreen Trees planted within buffer areas may be counted for inches per acre credit

Section 6 - Tree Removal.

Tree removal should be considered a secondary option for meeting the requirements of this Ordinance and should be pursued only if all avenues to preservation have been exhausted.

1. The Tree is in the buildable area or street right-of-way of a parcel or lot on which improvement is to be made and the Tree unreasonably restricts the permitted use of the property;
2. The Tree is diseased, injured beyond restoration, in danger of falling, or interferes with utility services.

Section 7 - Tree Species

A diversity of Tree species facilitates the long-term health of the urban forest. Lists of Tree species deemed acceptable by the City of Hapeville for use in meeting the requirements of this Ordinance are found in Appendix A (City of Hapeville Tree List)

IMPLEMENTATION, ENFORCEMENT AND PENALTIES

Section 1 - Public Trees

No person shall remove, destroy, break, cut, or deface any Tree or shrub growing in any public right-of-way, easement or city park under any circumstances. No person shall directly or indirectly place stone or cement or similar substances about any Tree growing in the public right-of-way which impedes the entrance of water and air to the roots of the Tree. No person shall attach or place any rope, wire, sign poster, handbill or any other thing on any Tree or shrub growing in any public right-of-way or city park. In the case of erection, demolition, or repair of any structure, the developer/ owner shall implement best management practices per accepted industry standards around all nearby Trees in a public right-of-way to prevent harm or injury.

Section 2 - Tree Preservation Trust Fund

This Ordinance hereby establishes the Hapeville Tree Bank. The Tree Bank will be used exclusively to purchase, install, and maintain Trees throughout the City's public areas, including parks, green spaces, right-of-way, and government building sites and, at the direction of the Community Services Director to improve the City's parks and/or green spaces.

1. Occasionally a project site does not have the capacity or will not bear the required 100" per acre of Trees. If a property owner or developer cannot meet the minimum site density requirement for Tree replacement and/or Landmark Tree recompense, and with Planning Commission approval, a mitigation fee for each Tree required by this Ordinance but not planted will be paid to the Tree Bank. A schedule of mitigation fees is presented below:

Replacement:	**Mitigation Fee**
Non-Recompense (Inches Per Acre)	$150.00 per inch
Recompense (Landmark Tree Inches)	$200.00 per inch

Example for Non-Recompense Mitigation Fee:

.5 Acres x 100 Inches = 50 Inches Required

45 Inches planted or preserved

5 Remaining inches Paid to Tree Bank

5 x $150.00 = $750.00 Paid to Tree Bank

Example for Landmark Tree Recompense Mitigation Fee:

(2) 30" Specimen Trees in Good Condition Removed (Assume Inches per Acre is met)

20 Inches - (5) 4" caliper Trees planted

10 remaining inches Paid to Tree Bank

10 x $200.00 = $2,000.00 Paid to Tree Bank

2. A fine for each protected tree or Landmark Tree removed without a permit issued by the City will be paid to the Tree Bank. Fine amounts will be based on the Fee Schedule shown above. *From time to time the mitigation fees shown above may be updated based on market values.

Section 3 - Easements

The City is hereby authorized to enter into agreements with the owners of private property located within the City for the purpose of acquiring easements to plant Trees. Private property owners shall acquire ownership of Trees after planting provided agreement to maintain the Trees is reached and the City is absolved of any liability attributable to the planting or presence of the Trees. No agreement may be longer than two (2) years and all shall limit the City's interest to an area sufficient to allow planting of Trees.

Section 4 - Inspection

1. Every development within the City shall be required to undergo landscape inspection by the City's designated agent prior to the issuance of a certificate of occupancy. The inspection will determine whether the Tree preservation and/or replacement plan has been implemented as required by this Ordinance. At the time of inspection, the City shall collect an inspection fee not to exceed $150.00 for single family residential development and $350.00 for commercial or multi-family development. This fee will be determined by the City Council and will be used to cover the cost of labor and materials for performing Tree and/or landscape inspections.
2. Once completed, a written report will be prepared outlining the findings of the inspection and transmitted to the property owner or developer. If the inspection shows that Tree planting has been implemented according to plan, and all other departments have signed off on final inspections, a certificate of occupancy will be issued. If the inspection reveals deficiencies between the approved Tree protection and replacement plan and the condition of the development site, the property owner or developer will be notified of the nature and extent of the problems uncovered during inspection.

Upon issuance of the report, all deficiencies must be corrected before a certificate of occupancy can be issued.

Section 5 - Violation and Penalty.

It shall be unlawful for any person, firm, organization, or society to violate the provisions of this Ordinance. The removal or destruction of each Tree shall constitute a separate offense. Violation of this Ordinance shall constitute grounds for revoking or suspending any permit granted for the construction, demolition, or renovation of a structure on the lot or parcel. Upon revocation or suspension of Permit, no new Permit for construction, demolition, or renovation of any structure on the site shall be issued for a period of one (1) month; and a civil penalty of five hundred dollars ($500.00) shall be levied for violating the requirements of this Ordinance.

Section 6 - Appeals

In the event an applicant disputes the decision of the City regarding Tree removal and/or replanting, applicant may file a written appeal with the Board of Zoning Appeals. The written appeal should detail the reasons why the decision of the City staff should be vacated. Upon receiving the written appeal, the Board of Zoning Appeals shall hear arguments and decide whether to uphold the administrative decision, modify the administrative decision, or negate the administrative decision. The decision of the Board of Zoning Appeals shall be final. A written copy of the findings and decision of the Board of Zoning Appeals shall be transmitted to the applicant and City.

Section 7 - Validity

Should any section of this provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance in whole or any part thereof other than the part so declared invalid.

Section 8 - Repeal of Conflicting Provision

The provisions of any part of Resolutions in conflict herewith are repealed.

Section 9 - Effective Date

This Ordinance shall become effective upon approval by the Mayor and Council of the City of Hapeville on date of adoption of this Ordinance.

APPENDIX A – Tree Species List

City of Hapeville Tree Species List

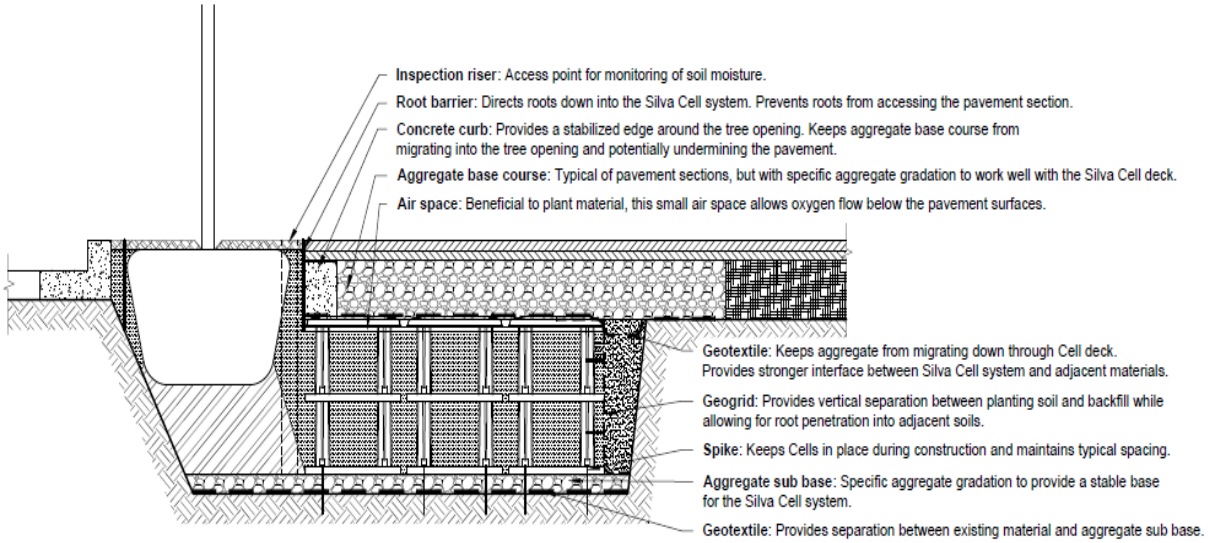
SPECIES COMMON NAME	LATIN NAME	Large Landscape Areas	Road Frontages - Street	Road Frontages - Yard	Parking Lots	Plazas and Downtown Settings	Buffers	Riparian Zones and Drainage Areas	Utility Corridors	ENVIRONMENTAL CHARACTERISTICS AND TOLERANCES: Native Tree to Metro Area	Growth Rate	Average Life Span	Net Effect on Air Quality	Soil Moisture	Drought Tolerance	Light Requirement	Construction Tolerance/Limitation	Urban Tolerant Tree
Maple, Norway	*Acer platanoides*	pest susceptible								N								
Maple, Red	*Acer rubrum*	XX	XX	XX	XX	XX	XX	XX	0	Y	F	L	0.084	M	L	FS	G/	
Maple, Silver	*Acer saccharinum*	0		x	0	0				N	F	S	0.084	M	H	FS	P/A	
Maple, Southern Sugar (Florida Sugar)	*Acer barbatum*	XX	x	XX	x	XX	XX	x		Y	M	M	n/a	M	H	FS	M/IS	X
Maple, Sugar	*Acer saccharum*	XX	XX	XX				x	0	Y	M	L	0.100	M	M	PS	pm	
Maple, Sugar 'Green Mountain'	*Acer saccharum* 'Green Mountain'	XX	XX	XX					0	Y	F	L	0.100	M	M	PS	n/a	
Maple, Sugar 'Legacy'	*Acer saccharum* 'Legacy'	XX	XX	XX					0	Y	F	L	0.100	M	M	PS	n/a	
Maple, Trident	*Acer buergeranum*	0	XX	XX	XX	XX	XX		x	N	F	M	n/a	M	M	FS	n/a	X
Mimosa	*Albizia julibrissin*	pest susceptible; weed tree								N								
Mulberry, Red	*Morus rubra*	x	0		0	0		x		Y	F	S	0.099	M	H	FS	G/	
Oak, Black	*Quercus velutina*	x		x				x		Y	M	L	-0.253	D	H	FS	G/	
Oak, Cherrybark	*Quercus falcata var. pagodifolia*	x		x				x		Y	M	L	n/a	M	M	FS	G/	
Oak, Chestnut	*Quercus prinus*	x	0	XX	0	0		0		Y	S	L	-0.342	D	H	FS	GM/S	
Oak, Diamond Leaf (Laurel)	*Quercus laurifolia*	x	x	x						N	M	L	n/a	M	M	FS	G/	
Oak, English	*Quercus robur*		x	x						N	S	M	-0.275	M	M	FS	n/a	
Oak, Georgia	*Quercus georgiana*	x		x						Y	M	M	n/a	D	H	FS	n/a	
Oak, Laurel	*Quercus hemisphaerica*	x	x	x						N	F	M	-0.314	D	H	FS	n/a	
Oak, Laurel 'Darlington'	*Quercus hemisphaerica* 'Darlington'	x	XX	XX						N	F	M	n/a	D	H	FS	n/a	
Oak, Live	*Quercus virginiana*	out of range								N								
Oak, Northern Red	*Quercus rubra*	XX	x	XX						Y	F	L	-0.503	M	M	FS	GM/SC	
Oak, Nuttall	*Quercus nuttalli*	x	x	x						Y	M	L	n/a	M	M	FS	n/a	
Oak, Oglethorpe	*Quercus oglethorpensis*	x	x	x						Y	S	M	n/a	W	M	FS	n/a	
Oak, Overcup	*Quercus lyrata*	XX	XX	XX				x		Y	M	L	-0.159	W	M	FS	G/	
Oak, Pin	*Quercus palustris*	0	x	x	0	0		0		N	M	M	-0.483	M	M	FS	mg	
Oak, Post	*Quercus stellata*	x	x	XX						Y	M	L	-0.327	D	H	FS	G/	
Oak, Sawtooth	*Quercus acutissima*	0	0	x	0	0		0		N	F	M	-0.159	M	M	FS	n/a	
Oak, Scarlet	*Quercus coccinea*	XX	XX	XX	x	x				Y	M	L	-0.592	D	H	FS	G/	
Oak, Shumard	*Quercus shumardii*	XX	XX	XX	XX	XX				Y	F	L	-0.265	M	H	FS	G/	
Oak, Southern Red	*Quercus falcata*	XX	x	XX				x		Y	M	L	-0.576	M	H	FS	G/	
Oak, Swamp Chestnut	*Quercus michauxii*	x	0	x	0	0		x		Y	M	L	-0.544	M	M	FS	G/	
Oak, Swamp White	*Quercus bicolor*	x	x	x				x		Y	M	L	-0.457	M	M	FS	G/	
Oak, Water	*Quercus nigra*	XX	x	XX				XX	0	Y	F	M	-0.451	M	M	FS	G/	
Oak, White	*Quercus alba*	XX	x	XX						Y	S	L	-0.348	M	M	FS	GM/S	
Oak, Willow	*Quercus phellos*	XX	XX	XX	XX	XX	0	XX	0	Y	F	L	-0.314	M	H	FS	GM/S	X
Orange, Osage	*Maclura pomifera*	x	0	x	0	0		0		N	F	L	0.000	D	H	FS	n/a	X
Parrotia	*Parrotia persica*		x	x					x	N	F	S	n/a	M	M		n/a	
Pear, Callery	*Pyrus calleryana*	defective branch structure								N								
Pear, Common	*Pyrus communis*	x	0	x	0	0	0		0	N	F	M		M	L	FS	M/S	
Pecan	*Carya illinoensis*	x	0	x	0	0	0			N	S	M	0.088	M	L	FS	mg	
Persimmon, Common	*Diospyros virginiana*	x	0	x	0	0		x		Y	M	S	0.058	M	H	FS	G/P	X
Pine, Eastern White	*Pinus strobus*	not heat tolerant								N								
Pine, Loblolly	*Pinus taeda*	XX	x	x	XX		XX	x	0	Y	F	M	0.016	M	M	FS	G/	
Pine, Longleaf	*Pinus palustris*			x	x		x	0		N	M	L	0.010	M	H	FS	GM/C	
Pine, Shortleaf	*Pinus echinata*	XX	x	x	x		x	x	0	Y	M	L	0.008	M	H	PS	GM/P	
Pine, Slash	*Pinus elliotii*			x	x		x	0		N	F	M	0.010	M	M	FS	G/	
Pine, Virginia	*Pinus virginiana*	x		x	x		XX	x		Y	F	S	0.003	M	H	FS	G/	X
Pistache, Chinese	*Pistacia chinensis*		x	XX	x	x	x	0		N	M	M	n/a	M	H	FS	n/a	X
Planetree, London	*Platanus x acerifolia*	x	XX	XX	XX	x				N	F	M	-0.415	M	H	FS	pg	X
Plum, Chickasaw	*Prunus angustifolia*	x	0	x			x		x	Y	M	S	n/a	M	H	FS	M/IS	
Plum, Purpleleaf	*Prunus cerasifera*		x	x			XX		x	N	M	S	0.014	M	M	FS	mg	
Poplar, Lombardy	*Populus nigra var. italica*	not heat tolerant								N								
Poplar, White	*Populus alba*			x						N	F	M	-0.417	M	H	FS	n/a	
Poplar, Yellow (Tuliptree)	*Liriodendron tulipifera*	XX		x				XX	0	Y	M	L	0.171	M	L	FS	P/IS	
Redbud, Eastern	*Cercis canadensis*	XX	XX	XX		XX	XX	x	XX	Y	F	S	0.012	M	M	PS	M/S	
Redbud, Eastern White	*Cercis canadensis var. alba*	x	XX	XX		XX	x	x	XX	Y	F	S	n/a	M	M	PS	n/a	
Redbud, 'Forest Pansy'	*Cercis canadensis* 'Forest Pansy'	x	XX	XX		XX	x	x	XX	Y	F	S	n/a	M	L	PS	n/a	
Redbud, 'Oklahoma'	*Cercis reniformis* 'Oklahoma'		XX	XX	x	XX			XX	N	M	S	n/a	D	H	FS	n/a	X
Redbud, 'Texas White'	*Cercis reniformis* 'Texas White'		XX	XX	x	XX			XX	N	M	S	n/a	D	H	FS	n/a	
Redcedar, Eastern	*Juniperus virginiana*	x		XX	x		XX	x	0	Y	S	M	-0.010	M	H	FS	M/IS	
Redwood, Dawn	*Metasequoia glyptostroboides*	x		XX	x		XX			N	F	L	0.163	M	M	FS	n/a	X
Royal Paulownia (Princess-Tree)	*Paulownia tomentosa*		0	x	0	0		0		N	F	S	0.022	M	M	FS	g	
Sassafras	*Sassafras albidum*	x		x			x	x		Y	M	M	0.069	M	H	FS	G/	
Serviceberry, Downy	*Amelanchier arborea*	XX	XX	XX		XX	XX	x	x	Y	S	M	0.004	M	M	PS	M/IS	
Silverbell, Carolina	*Halesia tetraptera*	XX	x	x				x		Y	M	M	n/a	M	L	PS	M/ISC	
Silverbell, Two-Winged	*Halesia diptera*	XX	x	x				x	XX	N	M	M	n/a	M	M	PS	M/SC	
Smoketree, American	*Cotinus obovatus*			x					x	Y	M	S	n/a	D	H	PS	n/a	X
Smoketree, Common	*Cotinus coggygria*			x					x	N	M	S	n/a	D	H	FS	n/a	X
Sourwood	*Oxydendrum arboreum*	XX		x						Y	M	S	0.018	M	M	FS	P/A	
Sparkleberry, Tree	*Vaccinium arboreum*			x				x	x	Y	S	S	n/a	M	M	S	M/A	
Spruce Varieties	*Picea* species	not heat tolerant								N								
Sugarberry	*Celtis laevigata*	x		x			0	x		Y	M	M	0.118	M	M	FS	G/I	
Sweetgum	*Liquidambar styraciflua*	x	0	x	0	0		x		Y	F	L	-0.488	M	L	FS	G/	
Sycamore	*Platanus occidentalis*	x		x				x	0	Y	F	M	-0.789	M	M	FS	G/	
Tallowtree, Chinese	*Sapium sebiferum*	invasive								N								
Tree-of-Heaven (Ailanthus)	*Ailanthus altissima*	brittle wood; invasive								N								
Walnut, Black	*Juglans nigra*	x	0	x	0	0		x		Y	M	L	0.086	M	L	FS	P/IS	
Waxmyrtle, Southern	*Myrica cerifera*			x	x		x	0	x	N	M	S	n/a	M	M	FS	G/	
Willow, Black	*Salix nigra*	x	0		0	0		x	0	Y	F	S	-0.177	W	L	FS	G/	
Willow, Weeping	*Salix babylonica*	x	0	x	0	0			0	N	F	M	-0.096	W	M	FS	mg	
Winterberry, Common	*Ilex verticillata*	x	x	x			x	x	x	Y	M	S	n/a	M	L	FS	G/	
Witchhazel, Common	*Hamamelis virginiana*	x		x		x		x	x	Y	M	M	-0.009	M	M	PS	M/IS	
Yellowwood, American	*Cladrastis kentukea*	x		x						N	M	M	0.013	M	M	PS	P/A	
Zelkova, Japanese	*Zelkova serrata*			x		x		0	0	N	M	M	0.084	M	H	FS	n/a	X

x Do Not Plant

APPENDIX B – Parking Lot, Light Pole, Buffer, and Planting Details

See Attached

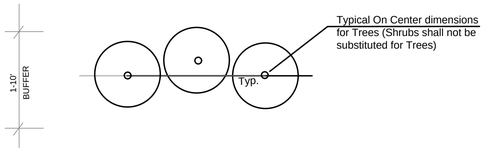
APPENDIX C – Subsurface Structural Cells - SILVA CELL OR OTHER



NOTES:

1. Installation to be completed in accordance with manufacturer's specifications.
2. Do not scale drawings.

Disclaimer: Conditions that vary from drawings must be evaluated by a qualified Engineer and appropriate adjustments made.



1. ROWS SHALL BE STRAIGHT, PARALLEL OR CURVED AS PER INTENT OF DESIGN
2. IF BUFFER PLANTING IS INTENDED TO ENHANCE EXISTING NATURAL BUFFER, NO HEALTHY EXISTING TREES TO BE REMOVED. DO NOT PLANT IN EXISTING TREE CRITICAL ROOT ZONES. SHOW GRAPHICALLY ON PLANS WITH TYPICAL DETAIL.

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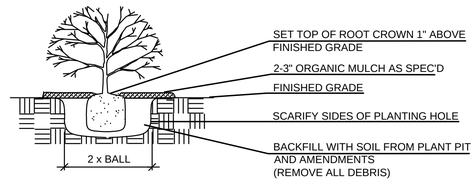
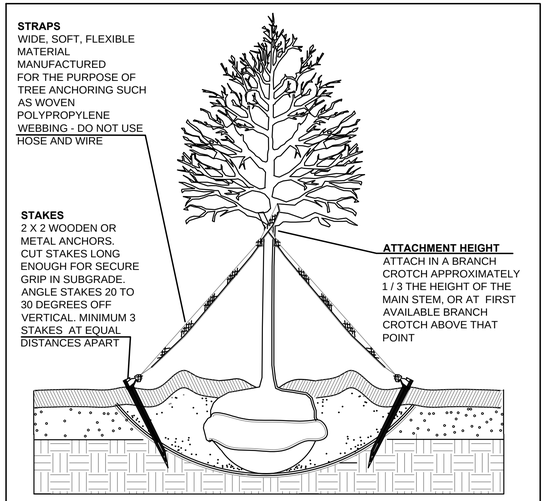
FIGURE #1 (1-10' BUFFER - TYPICAL) - nts



GENERAL NOTES:

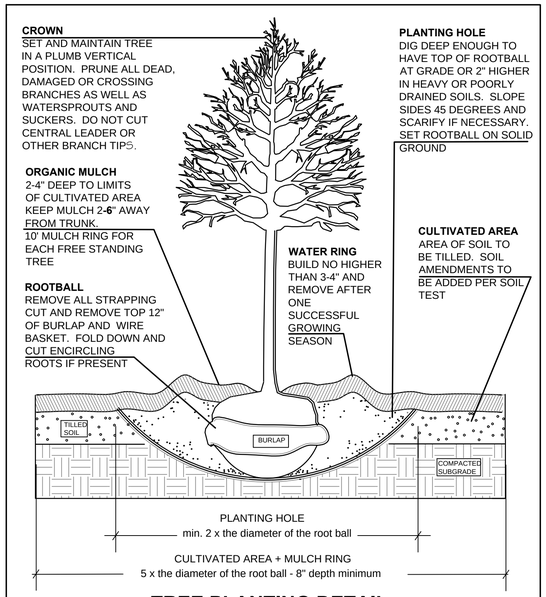
1. PRUNE ROOTS IF BALL IS ROOTBOUND. REMOVE ALL CONTAINERS AND NON-BIODEGRADEABLE BURLAP.
2. WHEN BACKFILLING PLANT PIT, INCORPORATE SOIL IN WITH WATER TO REMOVE ALL AIR POCKETS AND FILL AS SHOWN.

BUFFER SHRUB PLANTING DETAIL - nts

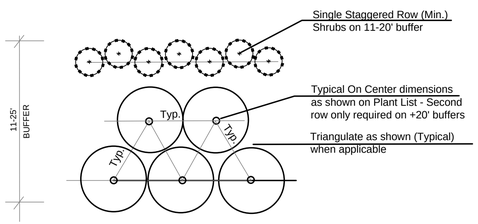


Use anchoring systems only where wind or soil conditions make it necessary. REMOVE AFTER ONE YEAR.

TREE STAKING DETAIL



TREE PLANTING DETAIL



1. ROWS SHALL BE STRAIGHT, PARALLEL OR CURVED AS PER INTENT OF DESIGN
2. IF BUFFER PLANTING IS INTENDED TO ENHANCE EXISTING NATURAL BUFFER, NO HEALTHY EXISTING TREES TO BE REMOVED. DO NOT PLANT IN EXISTING TREE CRITICAL ROOT ZONES. SHOW GRAPHICALLY ON PLANS WITH TYPICAL DETAIL.

FIGURE #2 (11-25' BUFFER - TYPICAL) - nts

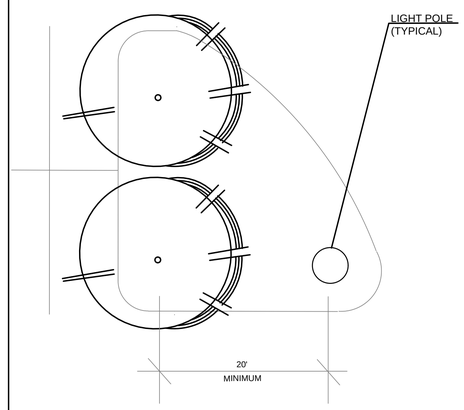


FIGURE #3 (TYPICAL DETAIL) - nts

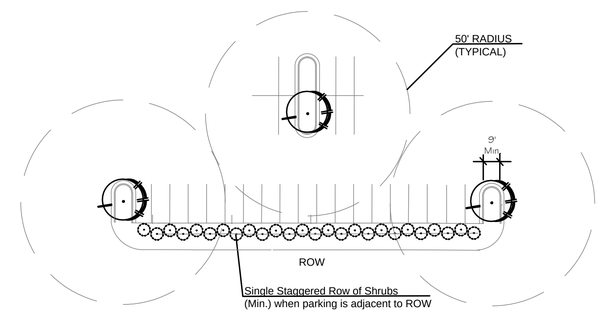


FIGURE #4 (TYPICAL DETAIL) - nts

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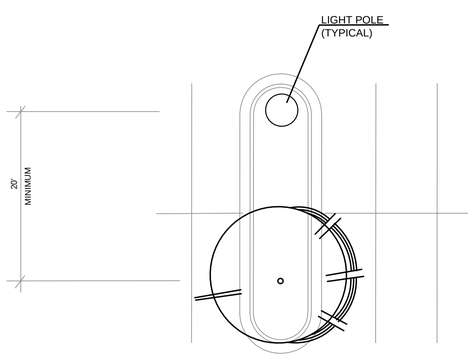

FIGURE #5 (TYPICAL DETAIL) - nts

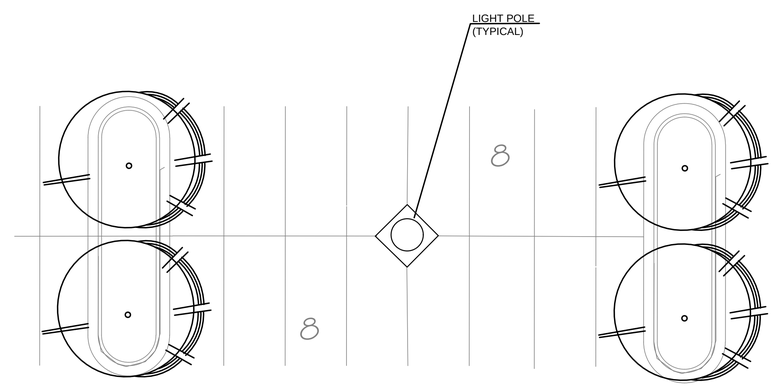

FIGURE #6 (TYPICAL DETAIL) - nts

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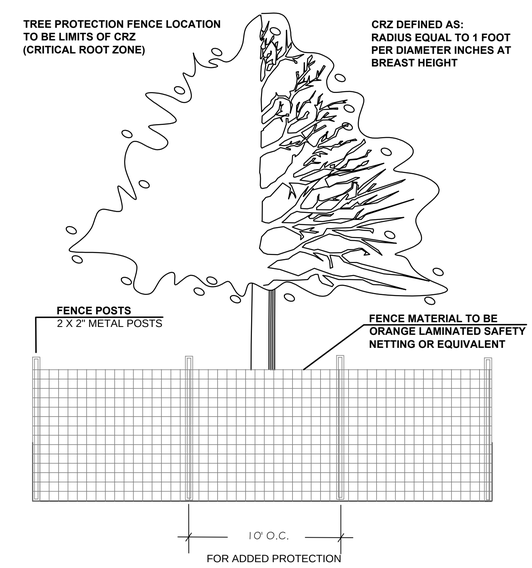


- Provide 2" deep layer of mulch containing mycorrhizae fungi over CRZ
- Make clean cuts on roots exposed by grading and backfill immediately
- Provide temporary irrigation where practical and feasible

TREE PROTECTION FENCE DETAIL

Department of Planning and Zoning
Planner's Report

DATE: November 15, 2019
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: Tree Conservation Ordinance Update

BACKGROUND

The City of Hapeville has identified a need to promote tree conservation, increase the tree canopy, and offer protection of existing trees within the City. To that end, the City has established a Tree Conservation ordinance with the intent of preserving and expanding Hapeville's urban forest. Staff, in conjunction with a consulting arborist, has prepared a new tree conservation ordinance to replace the existing ordinance in its entirety. Unclear regulations have proven difficult for property owners to follow and for City staff to enforce, rendering the current ordinance less effective at meeting the goals as intended. The ordinance has been carefully designed to simplify compliance and enforcement while applying stricter standards for development that are consistent with other Atlanta-area tree conservation ordinances.

The proposed ordinance and its appendices are attached. This report includes proposed changes to other portions of the code made necessary by the new ordinance, and/or where Staff identified opportunities to bring existing code closer to the intent of the ordinance.

The Planning Commission voted to recommend approval with suggested changes of the new tree ordinance and amendments at the November 12, 2019 meeting. The ordinance has been updated to address the concerns raised by the Commissioners.

SUMMARY

1. All properties in the City of Hapeville shall be required to provide a minimum number of trees on-site measured as 100" of tree caliper per acre. The caliper of new trees planted to meet this requirement shall be measured at time of planting.
2. Properties that are unable to meet the 100" per acre requirement may, with the approval of the Planning Commission, pay into the City's Tree Bank in lieu of planting required trees. Funds from the Bank will be used by the Community Services Department for tree plantings on City property and maintenance of City owned trees.

3. Landmark trees are defined based on species and caliper diameter at breast height. Landmark trees may only be removed with the permission of Staff and with proper justification.
4. The plan includes guidelines for tree planting, replacement, protection, and permitted species depending on the type of project
5. Parking lot trees shall be provided so that no parking space is more than 50' away from a tree.
6. Landscape buffers shall be required to provide necessary evergreen trees and shrubs.
7. To assist staff in determining compliance, Tree Protection and/or Tree Replacement plans shall be provided for all applicable projects.
8. All activities requiring a Land Disturbance Permit or resulting in an expansion of any commercial property will be required to comply with the entirety of the Tree Conservation Ordinance. Exceptions to full compliance will be provided to single-family residential properties removing five or fewer trees, trees required to meet the minimum 100" per acre requirement, or landmark trees.
9. Trees under 3" caliper may be removed without a permit.

AMENDMENTS TO CODE

Chapter 81 - ARCHITECTURAL DESIGN STANDARDS

Sec. 81-1-6. - Commercial/mixed-use area.

(a) *Site development standards.*

11. Sidewalks shall be located along all public and private streets. Sidewalks shall be of the widths indicated on the "Commercial/Mixed-use Area Sidewalk Table" and shall consist of two areas: a landscape area and a clear area.

Replace:

b. The landscape area may be primarily paved adjacent to on-street parking and shall be landscaped in all other areas. Street trees shall be planted a maximum of 40 feet on center, spaced equal distance between streetlights, and in line with stripes of parallel parking spaces. Al newly planted trees shall be a minimum caliper of two and one-half inches measured 12 inches above ground, shall be limbed up to a minimum height of seven feet and shall have a minimum mature height of 40 feet. Variations to this may be reviewed as approved by the city planning commission.

With:

b. The landscape area may be primarily paved adjacent to on-street parking and shall be landscaped in all other areas. ***Street trees shall be planted on average 30 feet on center,*** spaced equal distance between streetlights, and in line with stripes of parallel parking spaces. All newly planted trees ***shall comply with the requirements of [the Tree Conservation Ordinance],*** shall be limbed up to a minimum height of seven feet and ***shall be of an appropriate Street Tree species found in [the City of Hapeville Tree Species List].***

(c) *Supplemental area and fence standards.*

Replace:

5. "Common yard, porch and fence, terrace or light court," or "forecourt" treatments identified in Figure 3, the supplemental area shall be landscaped and shall include a minimum of one tree every 50 feet of frontage. See list of allowed trees on in section 93-2-14.

With:

5. "Common yard, porch and fence, terrace or light court," or "forecourt" treatments identified in Figure 3, the supplemental area shall be landscaped and shall include a minimum of one tree every 50 feet of frontage. ***Each tree shall be of an appropriate Yard Tree species found in the [City of Hapeville Tree Species List].***

8. Where a development adjoins the neighborhood conservation area, the development shall provide a physical barrier between the two to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the residential area. A smooth transition to the adjacent neighborhood conservation area shall be ensured by providing:

Replace:

a. A minimum 20-foot landscaped buffer located within the development site along the boundary with the neighborhood conservation area. Said buffer shall be planted with a minimum of one tree per 40 linear feet. Shrubs, flowers or grasses shall also be provided and maintained to a minimum height of four feet to visually screen new development and provide an attractive boundary that encourages continued investment in adjacent residential zones.

With:

a. A minimum 20-foot landscaped buffer located within the development site along the boundary with the neighborhood conservation area***, any single-family detached, or any two-family detached residential use***. Said buffer ***shall comply with the buffer requirements of [the tree conservation ordinance]***. Shrubs, flowers or grasses shall also be provided and maintained to a minimum height of four feet to visually screen new development and provide an attractive boundary that encourages continued investment in adjacent residential zones.

Sec. 81-1-7. - Neighborhood conservation area.

(a) *Site development standards.*

7. Sidewalks shall be located along all public and private streets. Sidewalks shall consist of two areas: a landscape area and a clear area.

Replace:

c. The above notwithstanding, multifamily developments and all developments along Dogwood Drive shall provide a minimum five-foot landscape zone and a minimum six-foot clear zone.

With:

c. The above notwithstanding, multifamily developments and all developments along Dogwood Drive shall provide a minimum five-foot landscape zone and a minimum six-foot clear zone. ***The landscape zone shall comply with the Street Tree requirements of Sec. 81-1-6.11.***

(b) *Supplemental area and fence standards.*

Replace:

1. Developments shall locate landscape supplemental areas adjacent to first-story residential uses and place a minimum of one tree every 50 feet in the supplemental area. See list of allowed trees in section 93-2-14.

With:

1. Developments shall locate landscape supplemental areas adjacent to first-story residential uses and place a minimum of one tree every 50 feet in the supplemental area. ***Each tree shall be of an appropriate Yard Tree species found in the [City of Hapeville Tree Species List]***.

<u>Chapter 90 - SUBDIVISIONS</u>

Sec. 90-1-4. - Development prerequisite to final approval.

(b) *Recommended improvements*. The planting of street trees and installation of street name signs is considered a duty of the subdivider as well as good business practice.

(1) *Street trees.*

Replace:

a. Street trees are a protection against excessive heat and glare and enhance the attractiveness and value of abutting property. The planning commission will assist the subdivider in location of trees and species to use under varying conditions.

b. It is recommended that trees be planted inside the property lines where they are less subject to injury, decrease the chance of motor accidents and enjoy more favorable conditions for growth. If trees are to be planted within a planting strip in the right-of-way, their proposed locations and species to be used must be submitted for the planning commission's approval since the public inherits the care and maintenance of such trees.

With:

a. ***Trees adjacent to the sidewalk, in supplemental areas and in landscape strips between the sidewalk and the curb***, are a protection against excessive heat and glare and enhance the attractiveness and value of abutting property. ***All tree plantings shall conform to the requirements of [the Tree Conservation Ordinance].***

b. It is recommended that trees be planted inside the property lines where they are less subject to injury, decrease the chance of motor accidents and enjoy more favorable conditions for growth. If trees are to be planted within a planting strip in the right-of-way, their proposed locations and species to be used must be submitted for the ***Community Services Department's*** approval since the public inherits the care and maintenance of such trees.

<u>Chapter 93 – ZONING</u>

ARTICLE 2. - GENERAL PROVISIONS

Sec. 93-2-5. - Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences.

(3) *Materials and landscaping.*

Replace:

a. Fences in the C-1 and C-2 zoning districts must be constructed of ornamental metal, masonry, wood, or other ornamental material specifically made for fence construction. The erection of any fence over four feet in height in these districts shall include a landscaped strip between the fence and the street right-of-way. The landscaped strip shall be a minimum of three feet wide and contain specimen trees with a minimum three-inch caliper and set no less than 35 feet on center. Such landscaping shall be approved by the department of community services prior to the issuance of a building permit.

With:

c. Fences in the C-1 and C-2 zoning districts must be constructed of ornamental metal, masonry, wood, or other ornamental material specifically made for fence construction. The erection of any fence over four feet in height in these districts shall include a landscaped strip between the fence and the street right-of-way. The landscaped strip shall be a minimum of three feet wide ***and comply with the requirements of [the buffer requirements of the tree conservation ordinance].*** Such landscaping shall be approved by the department of community services prior to the issuance of a building permit.

Replace:

d. Fences in the I-1 and I-2 zoning districts must be constructed of ornamental metal, masonry, wood, or other ornamental material specifically made for fence construction. The erection of any fence over four feet in height in these districts shall include a landscaped strip between the fence and the street right-of-way. The landscaped strip shall be a minimum of three feet wide and contain specimen trees with a minimum three-inch caliper and set no less than 35 feet on center. Such landscaping shall be approved by the department of community services prior to the issuance of a building permit.

With:

d. Fences in the I-1 and I-2 zoning districts must be constructed of ornamental metal, masonry, wood, or other ornamental material specifically made for fence construction. The erection of any fence over four feet in height in these districts shall include a landscaped strip between the fence and the street right-of-way. The landscaped strip shall be a minimum of three feet wide ***and comply with the requirements of [the buffer requirements of the tree conservation ordinance].*** Such landscaping shall be approved by the department of community services prior to the issuance of a building permit.

Sec. 93-2-14. - Tree conservation.

Strike in entirety

Sec. 93-2-16. - Site plan review.

(c) *Submission requirements.* Applications for site plan review shall contain the following information and any additional information the planning commission may prescribe by officially adopted administrative regulations; ten copies of the application shall be submitted:

(1) *Site and landscape plan.* Maps and site plans shall be submitted (minimum scale of 1" = 50' or larger, e.g., 1" = 40', 1" = 30', etc.) indicating project name, applicant's name, adjoining streets, scale, north arrow and date drawn, showing:

Remove:

e. The location and general type of all existing trees over six-inch caliper and, in addition, an identification of those to be retained.

Add new (2):

(2) *Tree Conservation and/or Replacement Plan*. A plan describing all trees over three (3) inch caliper on the site to be retained as well as those to be planted, as required by [the Tree Conservation Ordinance]. When feasible, this plan may be incorporated into the site and landscape plans so long as all required information is present.

And renumber

ARTICLE 3.2 - CONDITIONAL USES

Sec. 93-3.2-6. - Special use permit criteria and standards.

(c) *Car rental agency standards.*

Replace:

3. Perimeter landscaped areas abutting a public right of way shall be the lesser of ten percent of the linear feet of road frontage or 30 horizontal feet. Perimeter landscaping along the common boundary of any residential use shall have a minimum horizontal dimension of 30 feet. All perimeter landscaping shall conform to the landscaping requirements of the ordinance and evergreen tree and shrub species shall comprise one-half or more of the planting requirement.

With:

3. Perimeter landscaped areas abutting a public right of way shall be the lesser of ten percent of the linear feet of road frontage or 30 horizontal feet. Perimeter landscaping along the common boundary of any residential use shall have a minimum horizontal dimension of 30 feet. All perimeter landscaping shall conform to the landscaping requirements of ***[the Tree Conservation Ordinance buffer section].***

ARTICLE 11.1. - V ZONE (VILLAGE)

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

Insert indicated text into:

(6) *Residential buffer.* New development shall provide sufficient setback as well as an attractive physical barrier between the residential and nonresidential uses as necessary to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the

residential environment. A smooth transition between residential neighbors and nonresidential uses (including all parking lots) shall be ensured by the provision of sufficient screening of more intensive uses (i.e., commercial/offices uses) from residential neighborhoods through the use of decorative landscaping and screened walls. A 15-foot landscaped buffer shall be installed between and along the residential and nonresidential sides of said buffer. The landscaped area shall be planted with trees, flowers, grasses and shrubs ***in compliance with [the Tree conservation Ordinance buffer section]*** to visually screen non-residential areas and provide an attractive boundary that encourages continued investment in the adjacent residential property.

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

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

Replace:

(8) *Residential buffer.* Where this district adjoins a residential zone, specifically when a commercial or mixed use in the U-V district abuts the residential district, all new developments must provide an attractive physical barrier between different zones as necessary to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the residential zone. A smooth transition to adjacent residential zones shall be ensured by the provision of:

a. A minimum 15-foot landscaped buffer located within the U-V zone along the district line. Said buffer shall be planted with a minimum of one tree per 40 linear feet. Shrubs, flowers or grasses shall also be provided and maintained to visually screen non-residential areas and provide an attractive boundary that encourages continued investment in the adjacent residential zones.

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

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

With:

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

a. A minimum 15-foot landscaped buffer located within the U-V zone along the district line. Said buffer ***shall comply with the requirements of [the Tree Conservation Ordinance buffer section].*** Shrubs, flowers or grasses shall also be provided and maintained to visually screen non-residential areas and provide an attractive boundary that encourages continued investment in the adjacent residential zones.

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

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

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

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

Replace:

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

With:

b. Shall be planted with one canopy tree, as established in ***[the Tree Conservation Ordinance]***, an average of 30 feet on-center as measured parallel to the front lot line.

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

(1) *Sidewalk landscape area requirements.*

Replace:

c. Street trees shall be planted a maximum of 40 feet on center, spaced equal distance between streetlights, and in line with stripes of parallel parking spaces. All newly planted trees shall be a minimum caliper of 3½ inches measured 12 inches above ground, shall be limbed up to a minimum height of seven feet and shall have a minimum mature height of 40 feet. Trees shall have a minimum planting area of 40 square feet. The city planning commission may approve an alternate for street tree requirement subject to constraints such as overhead or underground utilities or underground utility easements.

With:

a. Street trees shall be planted ***on average 30 feet on center,*** spaced equal distance between streetlights, and in line with stripes of parallel parking spaces. All newly planted trees ***shall comply with the requirements of [the Tree Conservation Ordinance]***, shall be limbed up to a minimum height of seven feet and ***shall be of an appropriate Street Tree species found in [the City of Hapeville Tree Species List].*** The city planning commission may approve an alternate for street tree requirement subject to constraints such as overhead or underground utilities or underground utility easements.

ARTICLE 11.5. - RMU ZONE (RESIDENTIAL MIXED USE)

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

Replace:

(9) *Residential buffer.* Where this district adjoins a residential zone without an intervening street, new development shall provide an attractive physical barrier between different zones as necessary to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive

activity relative to the residential zone. A smooth transition to adjacent residential zones shall be ensured by the provision of:

a. A minimum 15-foot landscaped buffer located within the RMU zone along the district line. Said buffer shall be planted with a minimum of one tree per 30 linear feet. Evergreen shrubs, flowers or grasses shall also be provided and maintained to visually screen nonresidential areas and provide an attractive boundary that encourages continued investment in the adjacent residential zones.

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

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

With:

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

a. A minimum 15-foot landscaped buffer located within the U-V zone along the district line. Said buffer shall ***comply with the requirements of [the Tree Conservation Ordinance buffer section].*** Shrubs, flowers or grasses shall also be provided and maintained to visually screen non-residential areas and provide an attractive boundary that encourages continued investment in the adjacent residential zones.

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

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

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

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

Replace:

b. Shall be planted with canopy trees, as established in subsection 93-2-14(k)(11), at a minimum of one tree per 30 linear feet on-center as measured parallel to the front lot line.

With:

b. Shall be planted with canopy trees, as established in ***[the Tree Conservation Ordinance], an average of 30 feet on-center*** as measured parallel to the front lot line.

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

(1) *Sidewalk landscape area requirements*

Replace:

c. Street trees shall be planted a maximum of 40 feet on center, spaced equal distance between streetlights, and in line with stripes of parallel parking spaces. All newly planted trees shall be a minimum caliper of two and one-half inches measured 12 inches above ground, shall be limbed up to a minimum height of seven feet, and shall have a minimum mature height of 40 feet. Trees shall have a minimum planting area of 40 square feet. The city planning commission may approve an alternate street tree plan subject to constraints such as overhead or underground utilities or underground utility easements.

With:

C. Street trees shall be planted ***on average 30 feet on center***, spaced equal distance between streetlights, and in line with stripes of parallel parking spaces. All newly planted trees shall ***comply with the requirements of [the Tree Conservation Ordinance]***, shall be limbed up to a minimum height of seven feet, and shall ***be of an appropriate Street Tree species found in [the City of Hapeville Tree Species List]***. The city planning commission may approve an alternate for street tree requirement subject to constraints such as overhead or underground utilities or underground utility easements.

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

Replace:

In addition to the requirements of sections 93-2-14, Tree preservation, and 93-23-18, Landscape requirements for vehicular use areas, of the Hapeville Code of Ordinances, master planned developments in excess of two acres shall be required to provide and maintain a minimum of 20 percent greenspace/open space. Calculations for greenspace/open space shall exclude required sidewalks and landscape strips along streets, but may include the following…

With:

In addition to the requirements of ***[the Tree Conservation Ordinance], the Tree conservation ordinance***, and 93-23-18, Landscape requirements for vehicular use areas, of the Hapeville Code of Ordinances, master planned developments in excess of two acres shall be required to provide and maintain a minimum of 20 percent greenspace/open space. Calculations for greenspace/open space shall exclude required sidewalks and landscape strips along streets, but may include the following…

ARTICLE 23. - OFF-STREET PARKING AND LOADING

Sec. 93-23-12. - Location

Replace:

If the required off-street parking spaces cannot reasonably be provided on the same lot as the building it serves, the board of appeals may permit that space to be provided on other off-street property. That property shall be within 400 feet of the premises to which it is appurtenant, as measured along the nearest pedestrian walkway.

With:

If the required off-street parking spaces cannot reasonably be provided on the same lot as the building it serves, the board of appeals may permit that space to be provided on other off-street property. That property shall be within 400 feet of the premises to which it is appurtenant, as measured along the nearest pedestrian walkway. ***If the property providing the additional parking contains more than ten (10) parking spaces, the parking area of that property shall be brought into compliance with the requirements of Sec. 93-23-18 and [the tree conservation ordinance].***

Sec. 93-23-18. - Landscape requirements for vehicular use areas.

Replace section with the following:

(a) *Intent.* The objective of this section is to provide space for the use of landscape beautification and natural plant growth for developments where off-street parking and open lot sales, displays, and service areas are provided. The intent is to improve and protect the appearance, environmental and ecological condition, character, design, and value of the total urban area, thereby promoting the public health, safety, and welfare.

(b) *Areas subject to the requirements of this section.* Vehicular use areas, except those less than 10 parking spaces, parking garages, and public rights-of-way shall conform to the minimum landscaping requirements hereinafter provided.

(c) *Procedure for the development of vehicular use areas.*

(1) *Permit requirements.* No building grading, or tree removal permit shall be issued until approval of a required landscape plan for vehicular use areas. Prior to submission of building plans, the requirements of this section must be met. In cases where a vehicular use area is located on a lot other than that of the principal building, building plans may be submitted for review.

(2) *Submission of a required survey and proposed landscape plan.*

a. The applicant or his authorized agent shall submit to the Planning & Zoning Department three copies of each survey and landscape plan at a scale no greater than one inch equals 50 feet. The proposed landscaping may be superimposed on the proposed site plan or on a separate sheet, provided all drawing are the same scale.

b. Each survey and landscape plan shall include the following:

1. Name, signature, address, and telephone number of property owner, surveyor, and or designer;
2. North arrow and scale;
3. All dimensions; and
4. All required information and data listed on drawings.

(3) *Survey.* The required survey shall include the following information:

a. Legal description of the property.

b. All trees and survey data as defined in this chapter.

c. Existing structures, buildings, parking spaces, accessways, and public streets.

d. Aboveground and belowground utility lines and easements.

e. Existing natural features and topography at one-foot contour intervals. In areas where slopes are 20 percent or greater, a five-foot contour interval may be substituted.

(4) *Landscape plan.* The proposed landscape plan shall include the following information:

a. All trees, natural features, man-made appurtenances and structures to be retained upon the site and all topographic changes.

b. All proposed landscaping improvements and planting or landscaping areas identified. The grade, spacing, size, and name of proposed landscape materials shall be listed on the plan.

c. Comments regarding site preparation, tree preservation, methods of installation, and methods of maintenance shall be listed on the plan in accordance with [the Tree Conservation Ordinance].

d. Required plans shall identify all vehicular use areas, aisles, driveways, sidewalks, wheel stops, and or curbs and other vehicular use controls. The location of the curb cuts, median openings on abutting streets, lighting, underground irrigation system, hose bibs, proposed planting areas, decorative and or screening walls, and related buildings shall be shown.

(d) *Landscape requirements.* All vehicular use areas subject to these regulations shall be required to have the following maintained perimeter and interior landscaped areas:

(1) *Tree requirements.* Interior and exterior tree plantings are to be provided in accordance with the [Tree Conservation Ordinance]. Trees must be planted in interior portions of parking lots so that no parking space is more than fifty (50) feet from a parking lot Tree.

(2) *Perimeter landscape requirements.*

a. All exterior perimeters of all vehicular use areas shall have a perimeter landscaped area with no horizontal dimension less than five feet. A decorative masonry wall, earth berm, natural landscaping screen in accordance with the [buffer requirements of the tree conservation ordinance], and or combinations of the above shall be installed in such a manner as to screen the vehicular use area from adjacent properties or public rights-of-way. Screening areas shall be maintained at a minimum height of three feet.

b. Where other provisions of this chapter required a six-foot screening wall of masonry construction, such screening wall may totally or in part be substituted with a natural landscape screen and or earth berm upon approval of the planning commission. Such natural screening shall be at least three feet in height at time of planting and maintained at a height of five feet with a visibility obstruction of at least 75 percent.

1. i. When abutting a public street right-of-way, landscaped areas along a public street shall have a minimum dimension of five feet and a minimum average dimension of ten feet from the right-of-way line to the vehicular use area.

ii. In addition, the requirements of section 93-2-7, "Vision clearance at corners," shall be met.

2. When abutting adjacent properties. Required perimeter landscaped areas which would abut adjacent, existing nonresidential properties may be allocated as additional interior or other additional perimeter landscaping.

(3) *Permitted modification to the landscaping requirements.*

a. In cases where the landscaped area requirements of subsection (d)(2) may exceed 20 percent of the vehicular use area, the applicant may be allowed to reduce dimensions of landscaped areas other than those abutting a public street right-of-way or adjacent to the residential uses or zones to equal a 20 percent maximum provided a method of vegetative and or masonry screening is maintained and is approved by the Planning & Zoning Department.

b. In instances where proposed innovative designs, landscaping techniques, and site amenities are believed to fulfill the intent of subsection (a) above, the strict requirements of this section may be waived by the planning commission.

c. In instances where healthy plant material exists, the requirements outlined in subsections (d)(2) of this article may be adjusted thereby allowing credit for the preservation of existing plant material. The planning commission may make such adjustments so long as the intent of this section is preserved.

d. Open lot sales of vehicles may be excluded from the perimeter screening requirements adjacent to public rights-of-way by the planning commission, provided the tree requirements and area requirements are met.

(4) *Landscape installation requirements.* All landscaping shall be installed in accordance with accepted good planting procedures.

a. *New plant materials.*

1. All separate landscaped areas shall have a minimum variety of two living plant materials other than trees; total landscaping areas required shall include a minimum variety of three landscape materials other than trees.
2. Paving (other than walks) and artificial plants shall not be permitted within landscaping areas.
3. Trees, hedges, and shrubs must meet the requirements of the [Tree Conservation Ordinance] hall
5. Lawn grass and ground covers. Grass may be sodded, plugged, sprigged, or seeded except that solid sod shall be used in swales or other areas subject to erosion. In areas where plant materials other than solid sod or grass is used, a fast-growing grass seed shall be sown for immediate effect and protection until coverage is otherwise achieved. Grass sod shall be clean and reasonably free of weeds and noxious pests or disease. Ground covers which present a finished appearance and reasonable complete coverage at time of planting may be used in lieu of grass sod.

b. *Existing plant materials.* Existing living plant materials to be preserved shall be in accordance with of this chapter and the [Tree Conservation Ordinance]

c. *Earthwork.* Earth berms shall be of variable height and slope. Swales and ponds shall be permitted for onsite retention of stormwater provided they are approved by the city's Planning & Zoning Department.

d. *Encroachment.* Landscaped areas, walls, structures, and walks shall require appropriate protection from vehicular encroachment by utilizing wheel stops, curbs, posts, wood, brick-work, and/or other devices. Placement of these devices shall be located at least 2½ feet from walks, walks, and structures and may be placed one foot from landscaped areas to prevent a vehicular overhang of no more than 1½; feet of landscaping area may be counted as part of the required depth of each parking space.

e. *Maintenance.* The owner or his agent shall be responsible for the maintenance of all landscaping which shall be maintained in good condition so as to present a healthy, neat, and orderly appearance and shall be kept free from refuse and debris. The owner shall replace all landscaped materials required if, for any reason, they die or are severely damaged within one year of the final approval of the installation. The owner is thereafter responsible to maintain the landscaping in a healthy manner.

f. *Planting bed.* The planting bed for all landscaping materials shall be free of weeds, debris, and noxious material and shall consist of a healthy plant growth medium. The planting bed soil shall provide adequate support, drainage, and nutrients for the plants and thus may require the incorporation of sand, peat, and or topsoil into the soil. Such planting soil shall be placed throughout the planting hole for each plant, and this hole shall be at least twice as wide as the width of the plant ball and 1½ as deep as the depth of the plant ball.

(e) *City review of landscape plan.* The Planning & Zoning Department shall approve or reject the required landscape plan. The decision of the Planning & Zoning Department shall be deemed final administrative action, but may be appealed to the Board of Appeals provided such appeal is made in writing at least thirty days prior to the next regular Board of Appeals meeting. Developments which require site plan approval by the The Planning Commission shall be reviewed and approved by the planning commission for compliance to this section.

(f) *Certification of compliance.* Upon completion of the landscape improvements, the site shall be inspected for compliance to the approved landscape plant. A certificate of compliance must be issued before a certificate of occupancy can be issued for any related structures. When occupancy of a related building is desired prior to completion of the required landscaping, a temporary certificate of occupancy may be issued if a financial guarantee in the amount equal to 100 percent of the cost for landscaping improvements is provided and acceptable in form to the city attorney.

ARTICLE 29. – TREE CONSERVATION

Create new Article from attached ordinance.

DAILY REPORT
dailyreportonline.com

CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

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: 11/25/2019.

Subscribed and sworn to before me this December 4, 2019

K MARTIN
NOTARY
EXPIRES
GEORGIA
08/05/2023
PUBLIC
DEKALB COUNTY

NOTICE

The City of Hapeville, Georgia will be considering an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 2 (General provisions); Section 93-2-14 (Tree conservation), Section 93-2-5 (Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences), Section 93-2-16 (Site plan review), Article 3 (Nonconforming uses); Section 93-3.2-6 (Special use permit criteria and standards, Article 11.1 (Village); Section 93-11.1-6 (Area, placement, and buffering requirements, Section 93-11.2.7(Area, placement, and buffering requirements), Section 93-11.2-8 (Supplemental area requirements), Section 93-11.2-9 (Sidewalk requirements), Article 11.5 (Residential mixed use); Section 93-11.5-6 (Area, placement, and buffering requirements), Section 93-11.5-7 (Supplemental area requirements), Section 93-11.5-8 (Sidewalk requirements), Section 93-11.5-10 (Greenspace and open space requirements), Article 23 (Off-street parking and loading); Section 93-23-12 (Location), Section 93-23-18 (Landscape requirements for vehicular use areas), Chapter 81 (Architectural Design Standards), Section 81-1-6 (Commercial/mixed-use area), Section 81-1-7 (Neighborhood conservation area), Chapter 90 (Subdivisions), Section 90-1-4 (Development prerequisite to final approval) for the purpose of amending and updating the tree conservation requirements within the zoning code on **December 10, 2019 at 6:00 p.m. in the Municipal Court Complex located at 700 Doug Davis Drive, Hapeville, Georgia 30354.**

#0000440505:11/25-1kmo

State of Georgia
City of Hapeville

Resolution 2019 –

Whereas, in 1982, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special Day be set aside for the planting of trees, and

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

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

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

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

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

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

Be It and It is Hereby Resolved by the Mayor and Council of the City of Hapeville do hereby urge all citizens of Hapeville to support efforts to protect our trees and woodlands, and further, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Hapeville to be affixed this 10th day of December 2019.

Signed:

_____
Alan Hallman, Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Host Compliance Services Agreement

THIS SERVICES AGREEMENT (the "**Agreement**") is entered into as of the November 18, 2019 (the "**Effective Date**"), between Host Compliance LLC, ("**Host Compliance**") and City of Hapeville**,** with an address at 3468 N Fulton Ave, Hapeville, GA 30354 (the "**Customer**"). This Agreement sets forth the terms and conditions under which Host Compliance agrees to license to Customer certain hosted software and provide all other services necessary for Customer's productive use of such software (the "Services") as further described in the attached Schedule 1.

1.0 Services.

1.1 Subscriptions. Subject to and conditioned on Customer's payments pursuant to Section 4.0 of this Agreement, Host Compliance hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the term of this Agreement, in accordance with the terms and conditions of this Agreement. Unless otherwise provided in the attached Schedule 1, (a) Services are purchased as subscriptions, (b) additional service subscriptions may be added during a subscription term, with the pricing for such additional services, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscription.

1.2 Provision of Services. Customer and Customer's end-users ("End Users") may access and use the Services and any other Services that may be ordered by the Customer from time to time pursuant to a valid subscription in accordance with the terms of this Agreement.

1.3 Facilities and Data Processing. Host Compliance will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer, or obtained by Customer through the use of the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.

1.4 Modifications to the Services. Host Compliance may update the Services from time to time. If Host Compliance updates the Services in a manner that materially improves functionality, Host Compliance will inform the Customer.

2.0 Customer Obligations.

2.1 Customer Administration of the Services. Host Compliance' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of Customer passwords and accounts; (ii) managing Customer access to Host Compliance system administrator accounts; and (iii) ensuring that such administrators' use of the Services complies with this Agreement.

2.2 Compliance. Customer is responsible for use of the Services, including use of the Services by End Users and will comply with laws, regulations, and such provisions of this Agreement that are applicable to Customer's use of the Services.

2.3 Unauthorized Use & Access. Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify Host Compliance of any unauthorized use of or access to the Services.

2.4 Restricted Uses. Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so; or (iii) use the Services in any way that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.5 Third Party Requests.

2.5.1 "Third Party Request" means a request from a third party for records relating to Customer's or an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

2.5.2 Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact Host Compliance only if it cannot obtain such information despite diligent efforts.

2.5.3 If Host Compliance receives a Third Party Request, Host Compliance will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Host Compliance's receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Host Compliance may, but will not be obligated to do so.

2.5.4 If Customer receives a Third Party Request for access to the Services, or descriptions, drawings, images or videos of the Services' user interface, Customer will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Host Compliance of Customer's receipt of such Third Party Request; (B) comply with Host Compliance's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Host Compliance with information required for Host Compliance to respond to the Third Party Request. If Host Compliance fails to promptly respond to any Third Party Request, then Customer may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality

3.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant (i) Host Compliance any intellectual Property Rights (as defined below) in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of Host Compliance, Host Compliance trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. Notwithstanding the foregoing, while Customer Data and Services may include some Publicly Available Data (as

defined as below), neither Customer nor Host Compliance make any proprietary claim to Publicly Available Data. "**Intellectual Property Rights**" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights. "**Publicly Available Data**" means data, material, and information collected from publicly available sources in the performance of this Agreement, but specifically excluding Services.

3.2 Suggestions. Host Compliance may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions Customer or End Users send Host Compliance or post in Host Compliance' online forums without any obligation to Customer.

3.3 Confidential Information. Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Host Compliance, or except as required by law, any Confidential Information of Host Compliance, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Host Compliance. However, the Customer is allowed to reveal, publish or otherwise disclose any information as required by law.

3.4 Consent to use Customer Data and Marks. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Host Compliance: (i) to perform the Services; (ii) to enforce this Agreement and exercise Host Compliance rights hereunder; and (iii) to use for any lawful purpose. Customer hereby grants to Host Compliance a license to use, reproduce and display Customer's name and logos in connection with: (i) Host Compliance performance of its obligations hereunder; (ii) include Customer's name and logos in its lists of Host Compliance current or former customers, and (ii) with Customer's prior consent, for promotional and marketing purposes such as developing promotional press releases, case studies, and reports.

3.5 Validated Data. In the course of providing the Services, Host Compliance performs significant work validating and confirming various data sets including, without limitation, postal addresses, property owner information, and listing de-duplication ("**Validated Data**"). Validated Data may include data otherwise classified as Customer Data, Services, or Publicly Available Data. Notwithstanding any provision to the contrary in this Agreement, Customer is prohibited from disclosing Validated Data to a competitor of Host Compliance during the term of this Agreement and for a period of one (1) year thereafter.

4.0 Fees & Payment.

4.1 Fees.

4.1.1 Customer will pay Host Compliance for all applicable fees upfront annually, as set forth in Schedule A.

4.1.2 Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Customer will not withhold payment on any invoices for any reason,

including a Customer's decision to delay implementation of the Services. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.

4.2 Taxes. Customer is responsible for all taxes. Host Compliance will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide Host Compliance with an official tax receipt or other appropriate documentation.

4.3 Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer (i) must provide the purchase number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

5.1 Term. The initial term of this Agreement shall be one year commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term. That said, the time period until the earlier of (a) the 6-month anniversary of the Effective Date, or (b) the start date of Customer's systematic or mass outreach activities utilizing the data obtained through the Services (traditional mail, electronic mail, and/or telephone campaigns), or (c) termination by Host Compliance in our sole discretion, shall be considered a trial period ("Trial Period").

5.2 Termination for Convenience. If, for any reason during the Trial Period, Customer is dissatisfied with the Services, Customer may terminate the Subscription and all funds paid under this Agreement will be refunded and future commitments waived.

5.3 Effects of Termination for Convenience. If this Agreement is terminated by Customer in accordance with Section 5.2 (Termination for Convenience): (i) the rights granted by Host Compliance to Customer will cease immediately and Customer will no longer have the right to utilize the data obtained through the use of the Services for outreach (including traditional mail, electronic mail, and/or telephone); and (ii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.2 (Termination for Convenience), 5.3 (Effects of Termination for Convenience), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

5.4 Termination for Breach: Following the Trial Period, a party may terminate this Agreement for cause upon 45 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. In addition, Host Compliance may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 10 days after Host Compliance's delivery of written notice hereof.

5.5 Refund or Payment upon Termination for Breach. If this Agreement is terminated by Customer in accordance with Sections 5.2 (Termination for Convenience) or 5.4 (Termination for Breach), Host Compliance will refund Customer any prepaid fees covering the remainder of the term of all

Subscriptions after the effective date of termination. If this Agreement is terminated by Host Compliance in accordance with Section 5.4 (Termination for Breach), Customer will pay any unpaid fees covering the remainder of the term of the Agreement. In no event will Customer's termination after the first 6 months relieve Customer of its obligation to pay any fees payable to Host Compliance for the period prior to the effective date of termination.

5.6 Effects of Termination for Breach. If this Agreement is terminated in accordance with Section 5.4 (Termination for Breach): (i) the rights granted by Host Compliance to Customer will cease immediately (except as set forth in this section); (ii) Host Compliance may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.5 (Refund or Payment upon Termination for Breach), 5.6 (Effects of Termination for Breach), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

6.1 By Host Compliance. Host Compliance will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that Host Compliance' technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Host Compliance have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Host Compliance and (ii) any content, information, or data provided by Customers, End Users, or other third parties.

6.2 Possible Infringement. If Host Compliance believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Host Compliance may (i) obtain the right for Customer, at Host Compliance' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If Host Compliance does not believe the options described in this section are reasonable then Host Compliance may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.

6.3 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense.

7.0 EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY.

7.1 EXCLUSION OF WARRANTIES. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, HOST COMPLIANCE MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES. HOST COMPLIANCE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CLIENT WITH RESPECT TO ANY THIRD PARTY SOFTWARE FORMING PART OF THE SERVICES

7.2 LIMITATION ON INDIRECT LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR HOST COMPLIANCE AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER CUSTOMER NOR HOST COMPLIANCE AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUE, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.3 LIMITATION ON AMOUNT OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, HOST COMPLIANCE' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO HOST COMPLIANCE HEREUNDER DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8.0 Miscellaneous.

8.1 Terms Modification. Host Compliance may wish to revise this Agreement from time to time. If a revision, in Host Compliance' sole discretion, is material, Host Compliance will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.

8.2 Entire Agreement. The Agreement including the invoice and order form provided by Host Compliance, constitutes the entire agreement between Customer and Host Compliance with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.

8.3 Governing Law. This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Georgia.

8.4 Severability. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.

8.5 Waiver or Delay. Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.

8.6 Force Majeure. Except for payment obligations, neither Host Compliance nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).

8.7 Procurement Piggybacking. Host Compliance agrees to reasonably participate in any "piggybacking" programs pertinent to local government, and Customer agrees to reasonably allow any local government to "piggyback" off of Customer's efforts leading to this Agreement.

8.8 Independent Contractor. It is specifically understood and agreed that in the making and performance of this Agreement, Host Compliance is an independent contractor and is not and shall not be construed to be an employee of Customer.

IN WITNESS WHEREOF Host Compliance and the Customer have executed this Agreement as of the Effective Date.

City of Hapeville by its authorized signatory:	**Host Compliance LLC** by its authorized signatory:
_____	_____
Name:	Name: Ulrik Binzer
Title:	Title: Chief Executive Officer
Date:	Date:
Billing Contact:	Account Executive:
Billing Email:	Account Executive Email:
Billing Direct Phone:	Account Executive Phone:

Schedule 1

Scope of Services:

Address Identification

Monthly email-delivered report and live web-delivered dashboard with complete address information and screenshots of all identifiable STRs in City of Hapeville's jurisdiction:

- Up-to-date list of jurisdiction's active STR listings
- High resolution screenshots of all active listings (captured weekly)
- Full address and contact information for all identifiable STRs in jurisdiction
- All available listing and contact information for non-identifiable STRs in jurisdiction

Compliance Monitoring

Ongoing monitoring of the short-term rentals operating in City of Hapeville's jurisdiction for zoning and permit compliance coupled with systematic outreach to non-compliant short-term rental property owners (using City of Hapeville's form letters)

- Ongoing monitoring of STRs for zoning and permit compliance
- Pro-active and systematic outreach to unpermitted and/or illegal short-term rental operators (using jurisdiction's form letters)
- Monthly staff report on jurisdiction's zoning and permit compliance:
- Up-to-date list of STRs operating illegally or without the proper permits
- Full case history for non-compliant listings

Total Annual Subscription Service Price **$6570**

Note: Above pricing assumes 113 short-term rental listings in City of Hapeville's jurisdiction.

Date 12-1-2019	8871 Tara Blvd.	Sagon Trucks & Equipment	(770) 471-8871	QUOTE
Sales Rep Todd Austin	Jonesboro, GA 30236		(770) 472-9928	
Purchaser's Full Name CITY OF HAPEVILLE		D/B/A		
Purchaser's Address 3468 NORTH FULTON AVE.	City HAPEVILLE	State GA	Zip 30354	
Residence Phone: 404 669-2138		Cell:	Business:	
Emial Address drogers@hapeville.org				

Qty.	Make, Model, Description, Serial Number	Sales Price per Item
1	2011 DODGE RAM 5500 ALTEC LR37M 42'WH BUCKET TRUCK	$ 32,000.00
	3D6WU7EL4BG503341	

The sale of the item pursuant to this agreement shall be made "as is", "Where is" and "with all faults", without recourse to seller and seller makes no warranties whatsoever express or implied, with respect to the item, including but not limited to the imlied warranties of merchantability and fitness for particular purpose and all warranties are herby expressely excluded. The seller shall have no liability for special, incidential or consequential damages which may arise from the use of the item, or otherwise.

Delivery Fee	$
Ad Valorem	$ EXEMPT
Total Price	$ 32,000.00

Year	Make	Description Model	Serial #	Trade Allowance

This is a cash transaction. Cash is due on delivery of equipment. If this transaction becomes a time sale, seller retains a security interest in the goods described herein until all obligations of purchaser are paid in full and discharged.

Buyer assumes complete responsibility and agrees to indemnify and hold seller, its officers, directors, employees, agents, assigns and successors harmless from any and all claims, loss or expense for injury or damage arising, directly or indirectly, out of or in connection with the subject of this agreement.

Buyer accepts the item as it exists on the date of this agreement and will accept the sale, transfer and delivery of the item based on its own inspection, examination and determination with respect thereto as to all matters and without reliance upon express or implied representations or warranties of any nature made by or on behalf of or imputed to seller.

Buyer and seller agree this is the full and complete agreement between the parties and incorporates all prior and contemporaneous agreements and understandings.

Agreed and accepted by

Purchaser: _____ Title: _____

Seller: _____ Title: _____

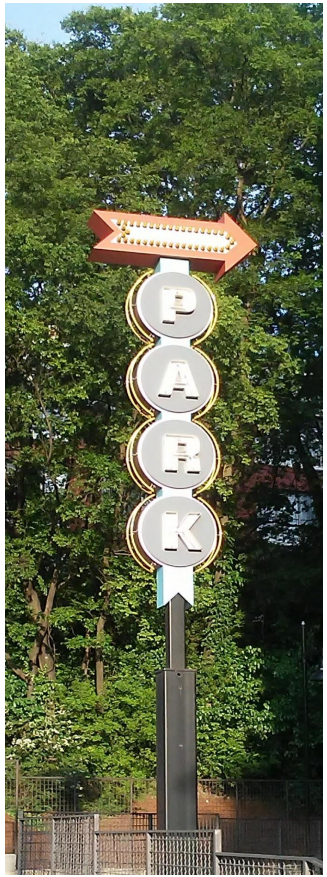
Date: _____

PARKING CAN BE FUN:
Hapeville Neon Parking Signs

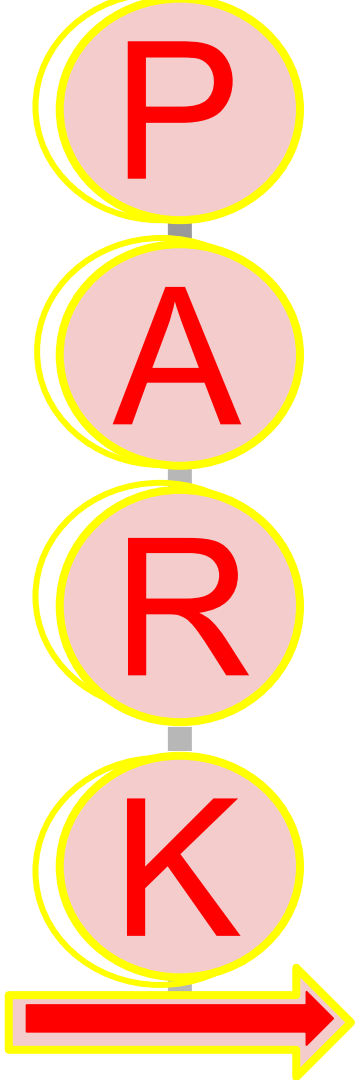
Deliverables:
1 directional sign, front and back

Beth Malone
www.bethannemalone.com

Design Inspiration



Color Inspiration



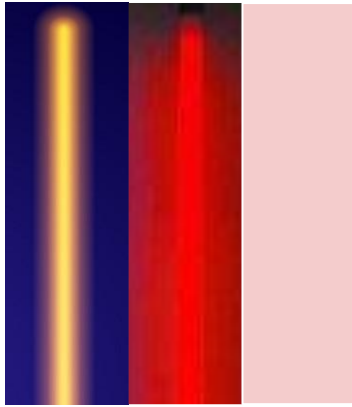
4-5 ft

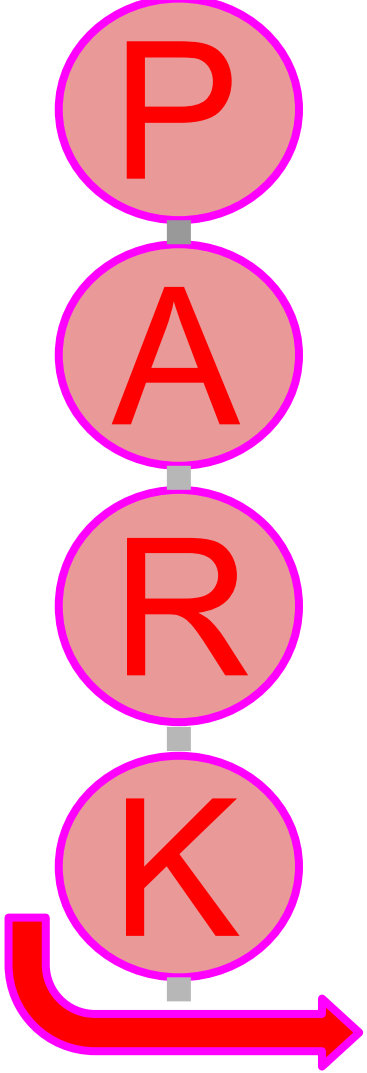
Ruby red neon
letters & arrow

Gold neon outline

Salmon frame

Black metal pole





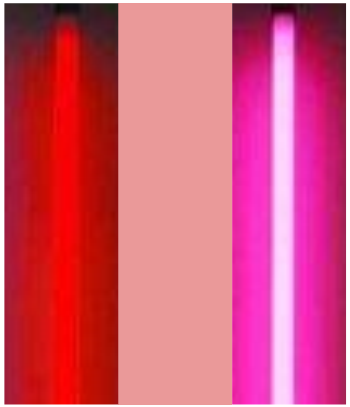
4-5 ft tall

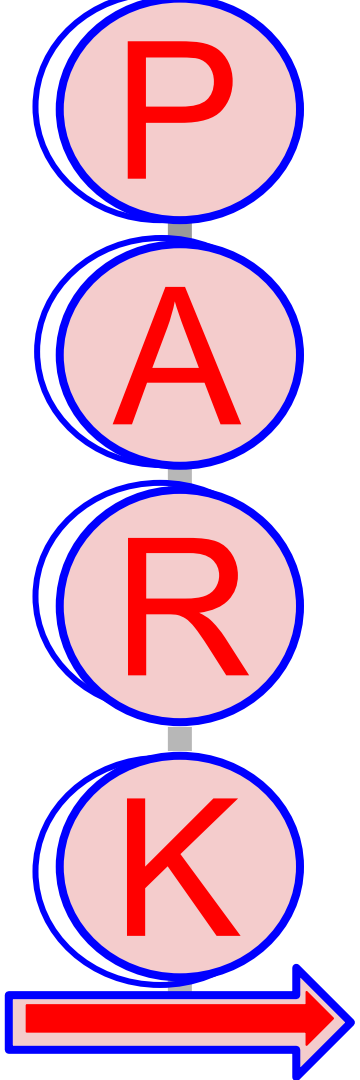
Ruby red neon letters and arrow

Pink neon outline

Salmon frame

Black metal pole





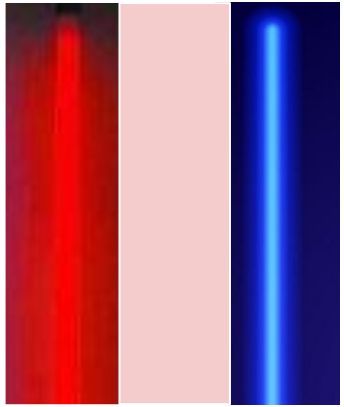
4-5 ft

Ruby red neon
letters & arrow

Blue neon outline

Salmon frame

Black metal pole



PARK
N. Cowan Ave

CORNER TOWER
W. Central Ave
PARK

COST:
$11,000 - Design, fabrication, install

Previous Work

Thank You

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO._____

AN ORDINANCE TO PRESCRIBE THE SCHEDULING OF REGULAR MEETINGS OF THE MAYOR AND COUNCIL; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

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

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

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

WHEREAS, the Mayor and Council shall fix the date and time of regular meetings of the Mayor and Council by ordinance pursuant to Code of Ordinance Section 2-403; and

NOW, THEREFORE, BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE:

SECTION 1. Scheduling of Regular Meetings Pursuant to Section 2-403 of the Code of Ordinances, the Mayor and Council hereby announce that they shall meet on a regular basis on the first and third Tuesday of every month at 6:00 p.m. Eastern Time (ET), and continue in session from day to day in their discretion. However, Regular Meetings falling on or after a government holiday, will be cancelled or rescheduled. These Regular Meetings not following on the first or third Tuesday are indicated by an asterisk. The holiday schedule is attached hereto and incorporated herein as Exhibit "A". The Mayor and Council reserve the right to assemble and conduct official business on that date in the manner prescribed by law.

Regular Meeting Dates

January 7, 2020	July 7, 2020
January 21, 2020	July 21, 2020
February 4, 2020	August 4, 2020
February 18, 2020	August 18, 2020
March 3, 2020	September 1, 2020
March 17, 2020	September 15, 2020
April 7, 2020	October 6, 2020
April 21, 2020	October 20, 2020
May 5, 2020	November 3, 2020
May 19, 2020	November 17, 2020
June 2, 2020	December 8, 2020
June 16, 2020	

The meetings shall take place at 700 Doug Davis Drive, Hapeville, GA 30254. They shall begin at 6:00 p.m. and may be continued or adjourned as necessary. Notwithstanding any designation to the contrary, the Mayor and Council reserve the right to transact business without limitation at such meetings to the extent permitted by applicable law.

Section Two. Codification. This Ordinance shall be codified 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:

_____
City Clerk

APPROVED BY:

_____
City Attorney

Exhibit A

2020 HOLIDAY SCHEDULE

The City of Hapeville will be closed in observance of the following Holidays and will re-open the next business day at 8:00a.m.

Please call 911 if you have an emergency. The non-emergency number for the Police Department is (404) 669-2111. The non-emergency number for the Fire Department is (404) 669-2141.

HOLIDAY	OBSERVANCE
New Year's Day	Wednesday, January 1st
Martin Luther King, Jr.	Monday, January 20th
Good Friday	Friday, April 10th
Memorial Day	Monday, May 25th
Independence Day	Friday, July 3rd
Labor Day	Monday, September 7th
Veteran's Day	Wednesday, November 11th
Thanksgiving Day	Thursday, November 26th
Day After Thanksgiving	Friday, November 27th
Christmas Eve	Thursday, December 24th
Christmas Day	Friday, December 25th

Administrative Services Department
3468 North Fulton Avenue
Hapeville, Georgia 30354
Phone: (404) 669-2100
Fax: (404) 669-3302

Event Request Form

All requests for the use of City staff, services, utilities or the placement of a banner on City property must be approved by the Mayor and Council, prior to the use of the same. Please submit this Request to the City Clerk's Office two weeks prior to the meeting of the Mayor and Council; being placed on the agenda does not ensure approval of request. The Mayor and Council may assess fees for the use of City staff, services, utilities, and property. The Mayor and Council meet the first and third Tuesdays of each month.

Date: 11/20/2019

CONTACT INFORMATION

Contact Person: Michael J. Simpson

Name of Organization: Hapeville Exchange Club

Mailing Address: 3302 Dogwood Dr. Unit 126 Hapeville (City) GA (State) 30354 (Zip)

Telephone #: 404-767-7823 Cell #: [redacted] Fax #: 404-767-7823

E-mail address: mike@AAP2000.com or info@AAP2000.com

EVENT INFORMATION

Name of the Event: Taste the Southside @ Hapeville Date of the Event: May 30, 2020

Start time: 10AM or 11AM End time: 3PM or 4PM

Location of the Event: Jess Lucas Y-Teen Park Hapeville GA

How many attendees: 500 to1,000 approx. this is the first year 300 to 500 is our target goal not sure what to exspect

Banner: ☑ Yes ☐ No If yes, where is the banner to be placed: On the fence at South Central: either in front of the church or in front of the Art container at the park.

If placing a banner on City property, provide a description of the banner (measurements, color, etc.):

4 Color process with sponsor logos and event info: 4' x 10' or approx. size-same size as Coffee & Chrome

Specify dates the banner will hang in the requested location: Starting May 1st or 2nd 2020

* **Banners placed on the Jess Lucas Park fence facing S. Central Avenue must be placed to the left of the telephone pole of Christ Church.**

* **Attach a sample copy of the banner to this application.** *We can send it in as soon as it is designed

Will there be alcohol at this event? ☑ Yes ☑ No NOT SURE Will there be a DJ/Music at this event? ☑ Yes ☐ No

Additional information about this event: This is a "Taste the Southside @ Hapeville" sponsored by the Hapeville Exchange Club; we will have Music, Restaurants, Food Trucks and Community Booths. We will sell tickets for a tasting of food at Resturants and Food Trucks from the Southside; there may be some local beer vendors selling samples of their craft beers (optional) at this event. We will also have some music and other events for the family.

CITY SERVICES: (check all that apply)

☑ Garbage Service ☐ Water ☑ Electricity ☑ Tables/Chairs How many: ?

☑ Staff please specify: Police and Fire for Emergencies and staff for Garbage pick ups and some possible staff for a City Booth ☐ Road Closures

If requesting road closures, please specify which roads: No road closures this year.

∗ An application for temporary road closure will need to be filled out at the Hapeville Police Department located at 700 Doug Davis Drive, Hapeville.

OFFICE USE ONLY

Date Heard By Mayor and Council: _____ ☐ Approved ☐ Denied ☐ Tabled

Notice Sent to Applicant on: _____

TASTE THE SOUTHSIDE @HAPEVILLE

Hapeville Unity for Service National Exchange Club

Added Pizzazz Event Design

South Fulton Chamber of Commerce — Where Business Blooms

ATL GoSeeDoATL.com

Martino-White Printing, Inc.

Logo Logo Logo Logo

Logo Logo Logo Logo

Logo Logo Logo Logo

Come Taste, See and Hear the Southside | Family Fun

May 30th 2020 @ Jess Lucas Y-Teen Park | 10AM - 4 PM **Rain or Shine**

INTERGOVERNMENTAL AGREEMENT
FOR THE MANAGEMENT OF RENOVATIONS AND ADDITIONS TO REAL PROPERTY LOCATED AT 748 VIRGINIA AVENUE, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA

Between

THE CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA
and
HAPEVILLE DEVELOPMENT AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT (the "IGA") by and between the **CITY OF HAPEVILLE**, a municipal corporation and political subdivision of the State of Georgia, acting by and through its duly elected City Council (the "City"), and the **HAPEVILLE DEVELOPMENT AUTHORITY** (the "HDA"), an instrumentality and political subdivision of the State of Georgia and a public corporation acting by and through its duly appointed Board, is effective this ____ day of _____, 2019 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, The HDA, was created pursuant to Section 2.101 of the Code of Ordinances, City of Hapeville, Georgia; and

WHEREAS, under Section 2.102, the HDA was created for the purpose of acquiring, constructing, adding to, extending, improving, equipping, maintaining, and operating any buildings for the public good, general welfare, trade, commerce, industry and employment opportunities within the City; and

WHEREAS, pursuant to Section 2.105, the HDA has the power, among others, to finance (by loan, grant, lease, or otherwise) its authorized projects from the proceeds of revenue bonds of the HDA, notes or other obligations of the HDA, or any other funds of the HDA, or from grants or contributions or loans by persons, corporations, partnerships (limited or general) or other entities, grants or contributions from the United States of America or any agency or instrumentality thereof or from the State of Georgia or any agency or instrumentality thereof; and

WHEREAS, in 2016 the HDA acquired ownership to real property located within the corporate limits of the City, namely 748 Virginia Avenue, City of Hapeville, Fulton County, Georgia (Parcel ID: 14 009800060016) (the "Subject Property"); and

WHEREAS, the Subject Property is approximately 0.2879 acres and is currently zoned for commercial use; and

WHEREAS, the Subject Property contains a parking lot and an unoccupied structure which previously served as a vehicle service center; and

WHEREAS, the HDA desires to lease the Subject Property to a business consistent with the applicable zoning regulations;

WHEREAS, there is a need to provide renovation and additional services to the Subject Property prior to leasing; and

WHEREAS, the City has the capacity to provide such services through an intergovernmental agreement with the HDA; and

WHEREAS, the HDA desires for the City to provide such services; and

NOW THEREFORE, in consideration of the mutual promises of the Parties and the mutual benefits flowing from each Party to the other, and other good and valuable consideration exchanged, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

Section 1.01 Purpose. The purpose of this IGA is to (1) authorize the City to manage the design and construction of all renovations and additions to the Subject Property and (2) to authorize the City, by and through its duly elected mayor and council in accordance with the powers granted in the Code of Ordinances, City of Hapeville, Georgia, to execute certain related documents for the facilitation of the design and construction of all renovations and additions to the Subject Property.

ARTICLE II
DURATION

Section 2.01 Duration, Term, and Termination. The Term of this IGA shall commence as of the Effective Date (defined above) and shall remain in effect until the design and construction of all renovations and additions to the Subject Property is completed, until otherwise amended, modified and/or terminated by and between the Parties. The term of this IGA shall not exceed the maximum term of fifty (50) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, wherein subsequent mayors and City council shall be bound by this IGA until the agreement is terminated as set forth in this contract.

The HDA and the City agree that either Party may terminate this IGA for convenience upon ninety (90) days written notice provided to the other party.

ARTICLE III
GENERAL POWERS OF THE HAPEVILLE DEVELOPMENT AUTHORITY

Section 3.01. HDA Representative. The Chairman of the HDA or her designee ("HDA Representative") shall serve as liaison between the City and the HDA, and shall ensure that the work performed by the City under this IGA conforms to the HDA's objectives and intent for the Subject Property.

Section 3.02 Grant of Authority. The HDA hereby grants to the City the authority, subject to the direction and oversight of the HDA Representative, to manage the design and construction of

all renovations and additions to the Subject Property, including repair and maintenance of the existing structure and adjoining parking lot.

Section 3.02. Grant to authorize the City to execute documents. The HDA hereby authorizes the City, subject to the direction and oversight of the HDA Representative, to execute documents related to the facilitation of the approved design and construction of all renovations, repair and additions to the Subject Property, including but not limited to contracts, service orders, change orders, bills, receipts, vendor tickets, and billing statements. Notwithstanding this grant of authority, the City shall only contract with an architect and general contractor selected and approved by the HDA.

ARTICLE IV
POWERS OF THE CITY OF HAPEVILLE

Section 4.01. Construction Contracts. The City agrees, by and through its duly elected mayor and council in accordance with the powers granted in the Code of Ordinances, City of Hapeville, Georgia, to enter into contracts and to execute all instruments necessary or convenient, including contracts for construction, renovation, and/or additions to the Subject Property which it causes to be erected or acquired, and to contract with the State of Georgia and/or any departments, institutions, agencies, counties, municipalities or political subdivisions of the State of Georgia, public corporations and with others upon such terms and for such purposes as may be deemed advisable for a term not exceeding fifty (50) years.

Section 4.02. Day-to-Day Operations. The City will manage the day-to-day operations of the renovations and additions to the Subject Property and will monitor all activities to assure compliance with applicable federal, state and local laws and regulations. The City shall consistently monitor program performance and compliance to ensure that time schedules are being met, project milestones are being accomplished and other performance goals are being met. Additionally, the City agrees to provide the following services:

1. Obtain the HDA's approval for all design plans related to construction, renovations, and additions to the Subject Property;

2. Coordinate and consult with the HDA Representative regarding the selection of materials and fixtures, and the facilitation of the approved design and construction of all renovations, repair and additions to the Subject Property;

3. Serve as Liaison between the HDA and Fulton County, the State, and all contractors and subcontractors on matters related to the design and construction of the renovations, repair, and additions to the Subject Property;

4. Maintain accurate filing and record keeping in compliance with the all federal, state, and local laws and regulations regarding record management and retention;

5. Maintain records of funds, their applicability and make the same available to the HDA;

6. Prepare and submit bi-weekly progress reports to the HDA;

7. Compensate and make payments to all contractors, suppliers, and vendors retained by the City to perform Work on the Subject Property;

8. Attend all monitoring visits by any federal, state, or local agency, as necessary;

9. Coordinate closeout process as required by all federal, state, and local guidelines; and

10. Any other functions necessary to administer and carry out both the HDA's and the City's goals and objectives.

Section 4.03. Diligent Search. The City will diligently search for certified contractors to conduct any construction, renovation, or add-on work to the Subject Property, wherein the search will remain in compliance with all federal, state, and local laws and regulations. The City will obtain the HDA's approval of for all solicitations, including requests for proposals or bids, prepared by the City in its search for certified contractors. The City shall present all bid packages, proposals, and design plans received from contractors to the HDA for its review and approval.

Section 4.05. Completion of Work. Once the City completes the Work subject to this IGA, the City shall vacate the Subject Property and retain no interest therein.

ARTICLE V
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

(For purposes of this Section, the City shall be deemed the "Contractor")

Section 5.01. Compliance with O.C.G.A. § 13-10-91. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this IGA. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit.

Section 5.02. Employee-Number Category. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. _____ 500 or more employees;
2. _____ 100 or more employees;
3. _____ Fewer than 100 employees.

Section 5.03. Subcontractor Requirements. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this IGA, the Contractor shall secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the

subcontractor; secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time.

ARTICLE VI
COMPLIANCE WITH TITLE VI

During the performance of this IGA, the City, for itself, its assignees and successors in interest agrees as follows:

Section 6.01. Compliance with Regulations. The City shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, and pertinent regulations relative to nondiscrimination in Federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this IGA.

Section 6.02. Nondiscrimination. The City, with regard to the work performed by it during the IGA, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in discriminatory practices, including employment practices.

Section 6.03. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by a contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this IGA and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

Section 6.04. Information and Reports. The City shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the HDA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the HDA and shall set forth what efforts it has made to obtain the information.

Section 6.05. Sanctions for Noncompliance. In the event of a contractor's noncompliance with the nondiscrimination provisions of this IGA, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (a) withholding of payments to the

contractor under the contract until the contractor complies, and/or (b) cancellation, termination or suspension of the IGA, in whole or in part.

Section 6.06. Incorporation of Provisions. The contractor(s) shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The City shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the HDA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the HDA may request the City to enter into such litigation to protect the interests of the HDA.

ARTICLE VII
GENERAL PROVISIONS

Section 7.01. Violations of Regulations/Requirements. The HDA and the City agree that violations of federal, state, or local regulations and/or requirements by the HDA or the City may result in sanctions against both parties to this IGA, including the suspension or termination of activities. In the event of a breach or violation, the breaching party shall take prompt and appropriate action to cure such breach to the non-breaching party's satisfaction.

Section 7.02. Enforcement; Waiver. The failure on the part of any Party to enforce any provision of this IGA shall not be construed as a waiver of that Party's rights to enforce such provisions in the future. A waiver of any term of this IGA on the part of any Party in one case shall not be construed as a waiver in any other and shall not affect any other term of this IGA.

Section 7.03. Assignment. This IGA shall not be assigned by either Party without the prior written consent of the other.

Section 7.04. Binding Effect. This IGA shall inure to the benefit of, and be binding upon, the both parties' respective successors, heirs and assigns.

Section 7.05. Entire agreement. This IGA sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this IGA. It is further understood and agreed that the terms and conditions of this IGA are not a mere recital and that there are no other agreements, understandings, or representations between the Parties in any way related to the subject matter of this IGA, except as expressly stated in this IGA.

Section 7.06. Recordkeeping. Both parties agree that the public shall have access, at all reasonable times, to all documents and information pertaining to the services provided hereunder, subject to the provision of O.C.G.A. § 50-18-70, *et seq.*, and the City agrees to require any independent contractor providing services hereunder to allow access by the HDA and the public to all documents subject to disclosure under applicable law. The City further agrees to require any

independent contractor providing services hereunder to retain all public records in accordance with applicable records retention and disposal requirements, including but not limited to O.C.G.A. § 50-18-90, *et. seq*., and the Georgia Administrative Code.

Section 7.07. Hold Harmless. To the extent allowed by law, the HDA and the City, agree to save and hold the other party harmless and defend the other party against all claims and liability for loss, damage, injury, or death arising out of acts, errors, or omissions pursuant to this IGA.

Section 7.08. Third Party Claims. Nothing contained in this IGA shall create a contractual relationship with a cause of action in favor of a third party against the HDA or the City.

Section 7.09. Interpretation. The Parties intend that this IGA shall be construed liberally to effectuate the intent and purposes of this IGA and the purposes of the City as complete and independent authorization for the performance of each and every act and thing authorized by this IGA. All powers granted to the City under this IGA shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 7.10. Severability of Provisions. If any provision of this IGA, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this IGA and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 7.11. Governing Law. This IGA is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this IGA shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 7.12. Captions and Headings. The captions, headings, and titles in this IGA are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this IGA.

Section 7.13. Terminology. All terms and words used in this IGA, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 7.14. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this IGA, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Court of Fulton County, Georgia.

Section 7.15. Amendments. This IGA may be amended or an alternative form of this agreement adopted only upon written amendment approved by all Parties.

Section 7.16. Notices. All notices given pursuant to the terms of this IGA shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, or

by utilizing the services of a nationally recognized overnight courier service with signed verification of delivery. Notices shall be deemed given only when actually received at the address first given below with respect to each Party.

Notices required to be given to the Parties pursuant to this IGA shall be addressed as follows:

As to Hapeville Development Authority and **As to City of Hapeville**:

3468 North Fulton Avenue
Hapeville, Georgia 30354
Attn: Crystal Griggs Epps, City Clerk

or such address as shall be furnished by such notice to other parties.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Development Authority of the City of Hapeville, Georgia (SEAL)

By:_____

Katrina Bradbury, Chairman

Attest:_____

Secretary

City of Hapeville, Georgia (SEAL)

By:_____

Alan Hallman, Mayor

By:_____

Crystal Griggs Epps, City Clerk

APPROVED AS TO FORM:

By:_____

City Attorney

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

TRAVIS HORSLEY
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

December 10, 2019

Sonja Jackson
KOMPAN, Inc.
605 W. Howard Ln, Suite 101
Austin, TX 78753

Dear Ms. Jackson:

This communication shall serve as a "Letter of Intent" from the City of Hapeville regarding the consideration of the purchase of playground equipment and park renovation site work for the park locations and sales proposals: Cofield Park (SP69989), Jess Lucas playground (SP69956), Jess Lucas Fitness (SP69958), Moreland Way (SP70154), Lake Drive (SP69975), and Meadow Road (SP7006). It is our intent to have these quoted items installed in the summer of 2020. Please note that this letter does not place a financial obligation on the City, at this time.

Pricing has been determined based on our mutual association with U.S. Communities/Omnia Partners Contract of 2019.

Please be advised that a formal Purchase Order authorizing the purchase shall be generated following granting of pending CDBG funds.

Please call me with any questions or concerns at 770-462-2988.

Sincerely,

Tim Young,
City Manager

3468 North Fulton Avenue, Hapeville, Georgia 30354
City Hall 404.669.2100 www.hapeville.org

Community Service
3474 N. Fulton Avenue
404-669-2120

Economic Development
3468 N. Fulton Avenue
404-669-8269

Fire Department
606 King Arnold Street
404-669-2141

Police Department
700 Doug Davis Drive
404-768-7171

Recreation Department
3444 N. Fulton Avenue
404-669-2136