

## Mayor and Council Session

Join in-person at 700 Doug Davis Drive, Hapeville, GA 30354 or visit <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to view the live stream.

May 4, 2021 6:00 PM

### Agenda

1. Call to Order
2. Roll Call
  - Alan Hallman
  - Mike Rast
  - Travis Horsley
  - Mark Adams
  - Chloe Alexander
3. Welcome
4. Pledge of Allegiance
5. Invocation
6. Public Hearing
  - 6.I. Consideration and Action on Alcohol Beverage License request by Bailey's Cigar Lounges LLC at 632 S Central Avenue
    - Background:
    - Bailey's Cigar Lounges LLC has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from Mayor and Council. All departmental reports have been received and advertising has been completed.
  - Staff Comments:
  - Applicant Comments:
  - Public Comments:
- Documents:**
  1. Application\_Redacted
  2. City Planners Report
  3. Code Enforcement Report
  4. Fire Inspection Report
7. Questions on Agenda Items

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.
8. Consent Agenda
  - 8.I. Approval of Minutes
    1. Mayor and Council Session 04062021

2. Mayor and Council Work Session 04202021

8.II. Approval of Executive Session Minutes

Background:

A copy of the April 6 and 20 Executive Session minutes will be provided to Mayor and Council prior to the start of the meeting.

8.III. Consideration and Action on Sponsoring 100<sup>th</sup> Anniversary of Chapman's Drugstore

Background:

Hapeville Main Street Board is requesting \$4,500 from Mayor and Council to support Chapman's 100<sup>th</sup> Anniversary celebration. Chapman's has existed and been an important part of the Hapeville community for 100 years. They made it through WW II, Korean War, Vietnam War, stock market crashes, housing crashes, etc. with uninterrupted service for the citizens of Hapeville. Celebration date is July 17, 2021, which is also a date for Jazz and Seafood in Jess Lucas Park. We are hoping both events on the same day will support the visibility of Hapeville.

**Documents:**

1. Chapman Drugs 100th Anniversary Event - July 17

9. Old Business

10. New Business

- 10.I. Consideration and Action on approving Kompan, Inc. in the amount of \$ 350,787.56 for the Cofield and Lake Park CDBG Playground Improvement Project, pending the release of funds from HUD.

Background:

Sealed bids were received on April 27, 2021 for the Cofield and Lake Park Playground Improvement Project. These improvements will be funded by CDBG grant funds. Kompan, Inc. was the lowest responsible bidder and the project will begin once HUD releases the funds. This project will consist of new playground equipment, new exercise equipment and a new asphalt walking trail.

**Documents:**

1. Bid Recommendation Letter

- 10.II. Discussion on So Fu Legends Ball Scheduled November 20, 2021 at Hilton Atlanta Airport

Background:

The organization Taste of SoFu is planning a November 2021 "inaugural" Gala, a "Legends Ball", that recognizes contributors to the South Fulton region. The theme for the event is James Bond like Casino Royale. A portion of the event proceeds will be contributed to the United Way of Greater Atlanta. We've asked a representative to attend this meeting and share more on the event. If Council directs to support, this will be Fiscal 2022 budget item.

**Documents:**

1. Mayors Hallman

11. City Manager Report

12. Public Comments

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

13. Mayor and Council Comments

14. Executive Session

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

15. Adjourn

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



Administrative Services Department  
3468 North Fulton Avenue  
Hapeville, GA 30354  
Phone: (404) 766-3004  
Fax: (404) 669-3302

## Alcohol Beverage License Application

**Instructions:** This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: 3/10/2021 ☒ New ☐ Amended

Contact Name: Antar Bailey Phone: [REDACTED]

Business/Trade Name: Bailey's Cigar Lounges LLC

D/B/A: The Blendz 2 Cigar and Hookah Lounge

Email: [REDACTED]

Emergency Contact Name: Larry Bailey Phone: [REDACTED]

Business Address: 632 S Central Ave Hapeville Ga 30354

### TYPE OF BUSINESS

- |                                            |                                                                          |
|--------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Specialty Beverage Store                        |
| <input type="checkbox"/> Grocery Store     | <input type="checkbox"/> Restaurant                                      |
| <input type="checkbox"/> Hotel/Motel       | <input type="checkbox"/> Restaurant under 2,000 Sq. Ft.                  |
| <input type="checkbox"/> Package Store     | <input type="checkbox"/> Wholesale                                       |
| <input type="checkbox"/> Manufacturer      | <input checked="" type="checkbox"/> Other: <u>Cigar and Hooka Lounge</u> |

### TYPE OF LICENSE AND FEES

| Retail                             |            | On-Premise Consumption                    |            | Wholesale/Manufacturer                    |            |
|------------------------------------|------------|-------------------------------------------|------------|-------------------------------------------|------------|
| <input type="checkbox"/> Beer/Wine | \$3,150.00 | <input type="checkbox"/> Beer/Wine        | \$3,150.00 | <input type="checkbox"/> Beer/Wine        | \$3,150.00 |
| <input type="checkbox"/> Package   | \$5,000.00 | <input type="checkbox"/> Beer/Wine/Liquor | \$5,000.00 | <input type="checkbox"/> Beer/Wine/Liquor | \$5,000.00 |

#### On-Premise Consumption below 2,000 Sq. Ft.

- |                                            |           |
|--------------------------------------------|-----------|
| <input type="checkbox"/> Beer              | \$750.00  |
| <input type="checkbox"/> Wine              | \$750.00  |
| <input checked="" type="checkbox"/> Liquor | \$1600.00 |

### APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: Antar Kalonji Bailey Date of Birth: 4/17/1973

Revised March 2018 1

Current Address: 10 Bent Arrow Drive Stockbridge GA 30281

Spouse Name: n/a

Address of Applicant (if different for the past 5 years):

501 Preston Landing Cir Lithia Springs GA 30122

Name and Location of Employers for the last five years:

Dover Corp 2016 Gees Mills Rd Conyers Ga 30013

SPG International One Tower Atlanta Ga 30326

Have you been arrested in the last five years? ☒ Yes ☐ No (If yes, explain)

Arrested with girlfriend all charges were dropped

Has your spouse been arrested in the last five years? ☐ Yes ☐ No (If yes, explain) n/a

#### BUSINESS INFORMATION

Type of business entity: ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for said business? ☒ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: 85-4011227

State Tax ID Number: 20278262704

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.)

Name each person(s) having a financial interest in the Establishment.

| Full Name    | Position | Social Security Number | Address                         | % of Interest |
|--------------|----------|------------------------|---------------------------------|---------------|
| Antar Bailey | owner    | [REDACTED]             | 10 Bent Arrow Dr Stockbridge Ga | 100           |
|              |          |                        |                                 |               |
|              |          |                        |                                 |               |
|              |          |                        |                                 |               |

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

| Full Name | Social Security Number | Address | Phone Number |
|-----------|------------------------|---------|--------------|
|           |                        |         |              |
|           |                        |         |              |
|           |                        |         |              |
|           |                        |         |              |

## BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID \_\_\_\_\_ Zoning District \_\_\_\_\_

Nearest Intersection: \_\_\_\_\_

Building Square Footage: 1100 sq ft Business Square Footage (if not using entire building): 1100 sq ft

Patio/Outdoor Dining Square Footage (if applicable): \_\_\_\_\_

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)  
23

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). \_\_\_\_\_  
\_\_\_\_\_

Hours/days of operation: Mon - Wed (noon to midnight) Thurs - Sun (noon to 2am)

Description of adjacent properties (residential/commercial) Commercial - Theater, Beer Girl take out, Jamaican restaurant  
\_\_\_\_\_  
\_\_\_\_\_

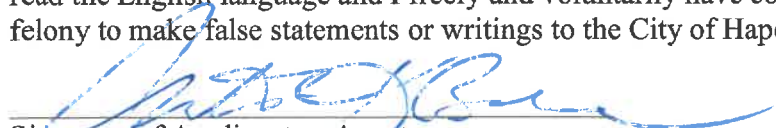
If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

## VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

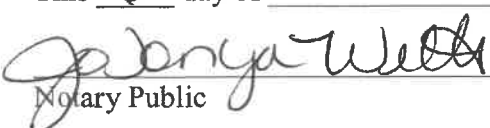
read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

  
Signature of Applicant or Agent

Antar Bailey  
Print or Type Name

I certify that Antar Bailey (name of applicant) personally appeared before me, and that he signed his name to the foregoing ~~statements~~ statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 16 day of March, 2021

  
Notary Public

My commission expires on: 8-7-22

JoTonya Willis  
NOTARY PUBLIC  
Newton County, Georgia  
My Commission Expires 8/7/2022



## Alcoholic Beverage Personnel Statement

For Official Use Only

Type of License: \_\_\_\_\_

Business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Instructions:** This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Hapeville, Georgia to sell or deal in alcoholic beverages or liquors. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 35 and 36, for all owners/managers/assistant managers and must be submitted with every license application.

1.     Antar Kalonji Bailey                      10 Bent Arrow Drive Stockbridge Ga 30281  
Full Name of Applicant     Address of Applicant
2.     Social Security Number  
          ██████████
3.     Driver's License Number  
          ██████████
4.     Date of Birth                                      Place of Birth  
          ██████ 1973                                      Atlanta Georgia
5.     U.S. Citizen  
          a. ☒ By Birth  
          b. ☐ Naturalized  
          Date, Place and Court                      \_\_\_\_\_  
          Petition Number                                      \_\_\_\_\_  
          Certificate Number                                      \_\_\_\_\_  
          Derived Parent Certificate Number(s)                      \_\_\_\_\_  
          Alien Registration Number                      \_\_\_\_\_  
          Native Country                                      \_\_\_\_\_  
          Date of Port Entry                                      \_\_\_\_\_
6.     How long have you been a legal resident of Georgia?     47 Years     \_\_\_\_ Months

16. Employment record for the past ten (10) years (Give most recent experience first, if self-employed give details)

|     | From | To | Employer | Occupation<br>Duties | Reason for leaving |
|-----|------|----|----------|----------------------|--------------------|
| (a) |      |    |          |                      |                    |
| (b) |      |    |          |                      |                    |
| (c) |      |    |          |                      |                    |
| (d) |      |    |          |                      |                    |
| (e) |      |    |          |                      |                    |
| (f) |      |    |          |                      |                    |
| (g) |      |    |          |                      |                    |
| (h) |      |    |          |                      |                    |

*see attached*

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years

|     | Date<br>From/To | Street                | City           | State    |
|-----|-----------------|-----------------------|----------------|----------|
| (a) | 2006-2015       | 1038 Whitfield Ct     |                | GA       |
| (b) | 2008-2015       | 3290 Wickum Rd        | Atlanta        | GA       |
| (c) |                 | 10 Bent Arrow Drive   | Stockbridge    | GA 30281 |
| (d) |                 | 501 popstar Hardy Cir | Lithia Springs | GA 30122 |
| (e) |                 | 575 Samson Drive      | College Park   | GA 30349 |

20. Military Service ☐ Yes ☒ No

List Serial Number \_\_\_\_\_ Branch of Service \_\_\_\_\_  
 Period of Service \_\_\_\_\_ Date of Discharge \_\_\_\_\_  
 Type of Discharge received \_\_\_\_\_

21. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of

malt beverages, wine or intoxicating liquors, or the taxability thereof within five (5) years preceding this application? ☐ Yes ☒ No

22. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.

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23. Position of applicant in dealer's business.

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24. Does applicant have any ownership/profit sharing interest in business? ☐ Yes ☒ No  
Describe.

State annual salary of applicant or the estimated annual profit or compensation derived from this business. \$

25. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? ☐ Yes ☒ No If Yes, explain.

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26. Do you have any financial interest or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? ☐ Yes ☒ No If Yes, give names and locations and amount of interest in each.

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27. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this State or outside this State which has not otherwise been disclosed in this statement. ☐ Yes ☒ No If yes, explain.

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28. Have you ever had any financial interest in an Alcoholic Beverage business which was denied a liquor permit ☐ Yes ☒ No If yes, explain.

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29. Has any Alcoholic Beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commissioner relating to the sale and distribution of distilled spirits. ☐ Yes ☒ No If yes, explain.

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30. Have you ever been denied a bond by a commercial surety company? ☐ Yes ☒ No  
If yes, explain.

31. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia.  
☐ Yes ☒ No

32. Personal References. Give three (3) personal references, not relatives (i.e., former employers, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

**Name**

Keith Mosley

**Residence**

2210 Adderbury Ct Smyrna Ga 30082

**Business Address**

**Telephone Number**

[REDACTED]

**Number of Years Known**

13

**Name**

Kendric Lucas

**Residence**

3125 Boyce Dr Marietta Ga 30066

**Business Address**

**Telephone Number**

[REDACTED]

**Number of Years Known**

13

**Name**

Terry Mitchell

**Residence**

6739 Blantyre Blvd Stone Mountain Ga 30087

**Business Address**

4

**Telephone Number**

[REDACTED]

**Number of Years Known**

20

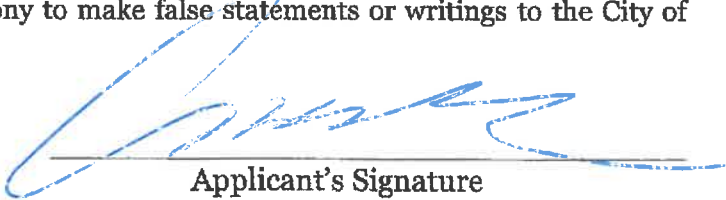
33. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached.

34. There must be submitted with this personnel statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished by the City of Hapeville. Initial here that such fingerprint cards are attached. \_\_\_\_\_

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath or affirmation and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

## Verification

I, Antar Bailey, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Hapeville license as a dealer in alcoholic beverage and liquors are true, and no false or fraudulent statement or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Hapeville. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application and any action taken on this statement and any related application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this statement. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. § 16-10-20.

  
Applicant's Signature  
(Full name in ink)

Antar Bailey  
Applicant's Name  
(Print or Type)

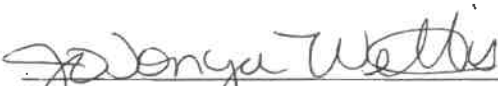
I certify that

Antar Bailey

(the above named applicant)

is personally known to me, and that he signed his name to the foregoing statements and answers made therein, and, under oath, has sworn that said statements and answers are true.

This 16 day of March, 2021.

  
Notary Public

Seal:

personnel statement.doc

JoTonya Willis  
NOTARY PUBLIC  
Newton County, Georgia  
My Commission Expires 8/7/2022  
JoTonya Willis  
NOTARY PUBLIC  
Newton County, Georgia  
My Commission Expires

6



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**Advertising Payment Receipt**

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|                             |                                                                |                            |                   |
|-----------------------------|----------------------------------------------------------------|----------------------------|-------------------|
| <b>Account number:</b>      | 232945                                                         | <b>Credit Card #:</b>      | ***** [REDACTED]  |
| <b>Account name:</b>        | ANTAR BAILEY<br>632 SOUTH CENTRAL AVENUE<br>HAPEVILLE GA 30354 | <b>Approval Code:</b>      | 180420[378039290] |
|                             |                                                                | <b>Credit Holder Name:</b> | ANTAR BAILEY      |
| <b>Phone number:</b>        | [REDACTED]                                                     |                            |                   |
| <b>Payment number:</b>      | 226773                                                         |                            |                   |
| <b>Payment date:</b>        | 03/30/21                                                       |                            |                   |
| <b>Amount:</b>              | 240.24                                                         |                            |                   |
| <b>Payment description:</b> | CREDIT CARD PAYMENTS ANTAR BAILEY                              |                            |                   |

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|                     |                          |                     |      |
|---------------------|--------------------------|---------------------|------|
| <b>Ad Number:</b>   | 254853                   | <b>Class Code:</b>  | A    |
| <b>Ad Taker:</b>    | beast                    | <b>Salesperson:</b> | R904 |
| <b>First Words:</b> | NON COMM OPEN LEGAL RATE |                     |      |

Application has been made by The Blendz Cigar and Hookah Lounge, Owner Antar Bailey at 632 South Central Ave, Hapeville, GA 30354 for the issuance of a 2021 Alcohol Beverage On-Premise Consumption of Beer, Wine and Liquor.

☐ PROOF O.K. BY: \_\_\_\_\_ ☐ O.K. WITH CORRECTIONS BY: \_\_\_\_\_

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

**RN-254853 (100%)**

ADVERTISER: BAILEY

SALES PERSON: RNR904

SIZE: 2X2

PUBLICATION: MA-SOUTH FULTON

PROOF CREATED AT: 3/23/2021 9:46:48 AM

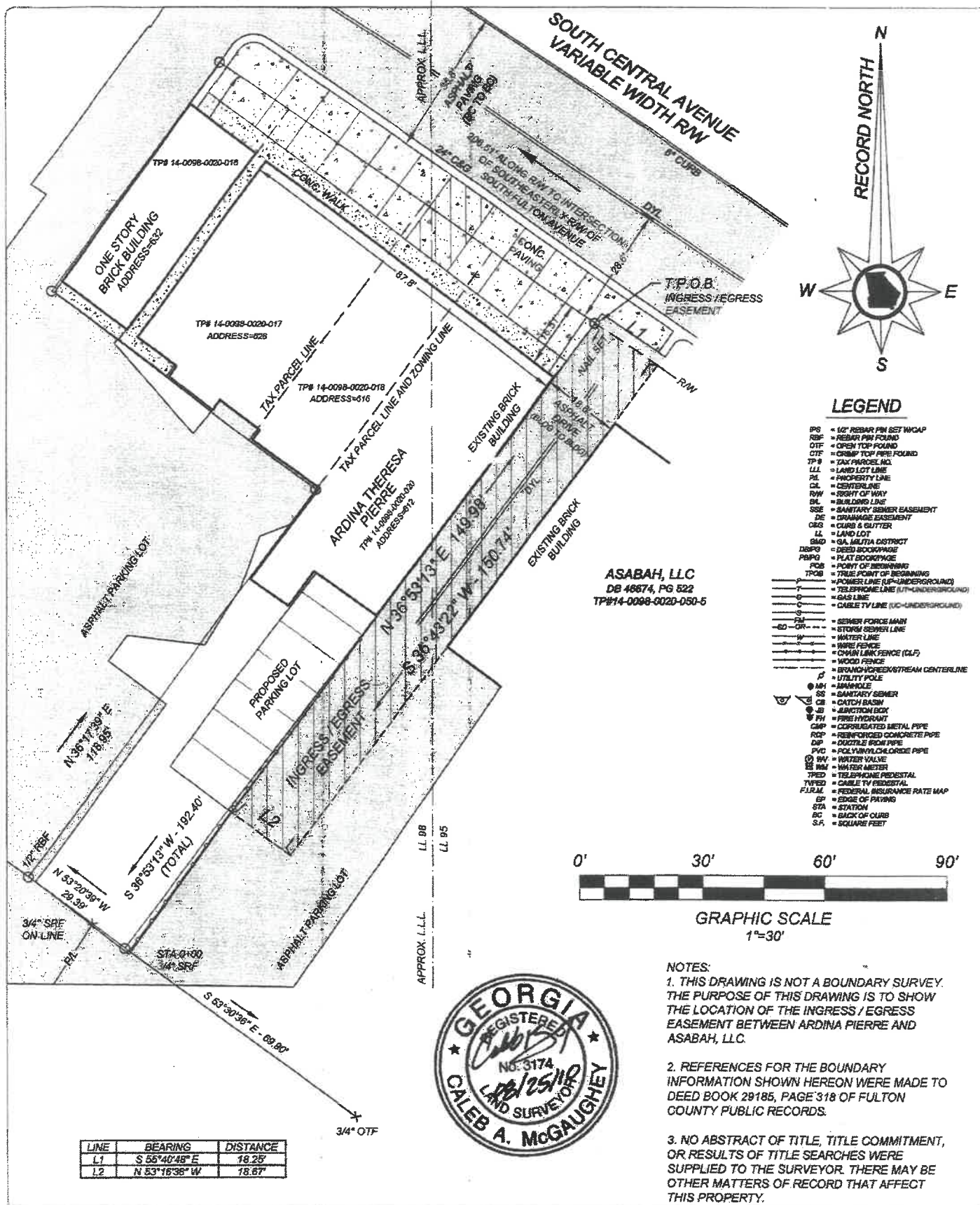
NEXT RUN DATE: 03/31/21

PROOF DUE: 03/31/21 19:00:00









| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 55°40'48" E | 18.25    |
| L2   | N 53°15'38" W | 18.87    |

INGRESS / EGRESS EASEMENT EXHIBIT FOR:  
**ARDINA THERESA PIERRE**  
 612 SOUTH CENTRAL AVENUE  
 LAND LOT 85 AND 98 - 14th DISTRICT  
 FULTON COUNTY, GEORGIA; LOCATED IN THE CITY OF HAPEVILLE

**GA LAND SURVEYOR**  
 404-384-9577  
 1400 BACCHETTE DR.  
 LAWRENCEVILLE, GA 30046

| DATE     | BY        | APPROVED | DATE | BY |
|----------|-----------|----------|------|----|
| SCALE    | 1"=30'    |          |      |    |
| DRAWN    | CM        |          |      |    |
| CHECKED  | CM        |          |      |    |
| BY STATE | GEORGIA   |          |      |    |
| LAND LOT | 85 AND 98 |          |      |    |
| DISTRICT | 14th      |          |      |    |
| COUNTY   | FULTON    |          |      |    |
| CITY     | HAPEVILLE |          |      |    |

Nature's Own Real Estate, 628 S. Central Ave, Hapeville, GA 30354  
(404) 272-1086

### LEASE Addendum

This is an addendum to the Lease between Tenant, Antar Bailey, at 632 S. Central Ave, Hapeville, GA 30354, and Landlord Ardina T. Pierre, DBA, Nature's Own Real Estate.

Both Parties agree that the tenant shall have three free months of rent, starting December 1<sup>st</sup>, 2020 thru February 28, 2021.

Both parties agree that tenant shall pay a Security Deposit of \$1,475, and 1<sup>st</sup> months rent of \$1,475 for March 1<sup>st</sup>, 2021 together which equals to \$2,950.00.

Both parties agree that the next rent due will start April 1<sup>st</sup>, 2021, plus each month due for the continuation of the two year lease term.

Tenant: \_\_\_\_\_ X

Date: 11/25/20 X

Landlord: \_\_\_\_\_

Date: 11/25/2020

STATE OF GEORGIA

COUNTY OF FULTON

LEASE AGREEMENT

1) Parties

This Agreement (hereinafter referred to as "Lease") is herein made and entered into this 1st day of December, 2020, by and between Nature's Own Real Estate, LLC (Landlord) and Antar Bailey, Tenant. The obligations, conditions and responsibilities of the Parties herein shall be governed by O.C.G.A. (Official Code of Georgia), Section 44-7-1, et. seq. and any other terms or conditions agreed upon by the Parties, and not otherwise in conflict with the laws of the State of Georgia, Federal laws, or ordinances of the City of Hapeville, Georgia.

2) Premises

In consideration of rents, covenants, restrictions and conditions hereinafter stated, the Landlord leases to, and the Tenant leases from the Landlord that portion of the area of PIERRE PLAZA, Hapeville, Georgia, and more particularly described as

14-00980000-015-6 (Legal Area) whose address shall be designated as 632 South Central Avenue, Hapeville, Georgia 30354.

The within portion of the property is subject to all easements, mortgages, security deeds, deeds of trusts, or encumbrances, liens or any other charges, recorded or unrecorded, The premises leased herein, do not include the exterior walls, roof, or land beneath said premises. The Lease does not vest any right, licenses or easements in the light or air, unless agreed to by the Parties.

The Lease, executed by the Parties herein, grants only a usufruct to the Tenant, i.e., the right simply to possess and enjoy the use of the Premises for a fixed period of time. It is clearly understood that no estate passes out of the Landlord, and that said usufruct may not be conveyed or assigned or encumbered unless authorized in writing by the Landlord.

The Landlord shall make a diligent effort to deliver possession of the premises to the Tenant on the "Commencement Date". In the event possession of said premises is not delivered within sixty (60) days after the date first specified in Section 2 of the Lease, the Lease shall become null and void, and of no further force or effect, in law or in equity, and the Landlord shall not be liable to the Tenant for any loss or damages related to the failure to deliver possession.

3) Inspection of Premises Prior to Delivery of Possession

The Landlord and Tenant shall inspect the Premises prior to delivery of possession by the Landlord. The Landlord shall provide a list of known defects to the Tenant. This list shall not include latent defects. The Parties shall sign the list. If the Tenant refuses to sign the list, the Tenant may list any objections or dissents and the parties may then sign the list.

4) Term of Lease

The "Commencement Date" of the Lease shall be December 1st, 2020, or the date of delivery of possession of the premises by the Landlord, whichever comes first. The termination date of the Lease shall be December 31, 2022, or a date consistent with the year of occupancy pursuant to Section Five of the Lease.

5) Rent

The rate of rent agreed to herein by the parties shall be \$1,425 per month. Said rent shall be paid on the first of each month at 628 South Central Avenue,

Hapeville, Georgia 30354. Rent shall be paid by check or money order. Any payment made five (5) days after the first (1<sup>st</sup>) of the month shall include a late fee in the amount of Seventy-Five Dollars (\$75.00). In the event the Tenant tenders a late payment two (2) consecutive months or three (3) times during a calendar year, the Landlord, in her sole discretion, may cancel the Lease, which will constitute notice to the Tenant to vacate the premises within sixty (60) days of said cancellation. During the sixty (60) day notice period, the Tenant shall still be responsible for the monthly rental payment. In the event the tenant fails to tender a monthly rental payment, the Landlord, in her discretion, may apply to the court for a Writ of Possession, and retain all or any part of the Security Deposit, and apply said amount to the sum then due and owing for the rent.

It shall be the sole responsibility of the Tenant to assure said monthly rental payment, if mailed, is received by the Landlord on the due date.

In an effort to maximize the continued use of the premises for its business, the parties agree to a yearly increase in the month's rent as follows:

|                     | <u>Term</u>                                 | <u>Monthly Rent</u> |
|---------------------|---------------------------------------------|---------------------|
| I. Year One (1)     | From <u>Dec 1st</u> to <u>Dec 31, 2021</u>  | \$ <u>1,475</u>     |
| II. Year Two (2)    | From <u>Jan 1st 22</u> to <u>Dec 31, 22</u> | \$ <u>1,575</u>     |
| III. Year Three (3) | From <u>Jan 1st 23</u> to <u>Dec 31, 23</u> | \$ <u>1,675</u>     |
| IV. Year Four (4)   | From _____ to _____:                        | \$ _____            |
| V. Year Five (5)    | From _____ to _____:                        | \$ _____            |

*Option  
to Renew  
Lease*

6) Security Deposit

The Tenant agrees to pay, as a Security Deposit, a sum equal to one (1) month's rent.

Said amount shall be tendered simultaneously with the first (1<sup>st</sup>) month's rent. Landlord shall

hold the Security Deposit in an Escrow Account, specifically for that purpose, at the Delta Community  
10416 50th Ave SE, Renton, WA 98056, account number 24159, pursuant to

O.C.G.A. Section 44-7-30.

7) Use of Premises

The premises herein shall be leased exclusively for the purpose of Cigar Bar  
and under the business name of Antar Bailey Cigar Bar

Any use of the business, other than that stated herein, which constitutes a violation of State, City or County laws, violates certificate of occupancy, creates a nuisance or trespass, creates hazardous waste, or obstructs or encumbers the sidewalks or common areas, shall constitute a violation of the terms of the Lease. In that event, the Landlord shall give notice of the violation(s) to the Tenant, and, in her sole discretion, may terminate the Lease and institute proceedings to evict the Tenant, or resolve the matter as she deems fit and proper.

In addition to the above-enumerated prohibited actions, the Tenant is prohibited from operating any X-rated or sexually explicit movies, peep shows, exhibitions of nudity, or the sale of sexually explicit books, magazines or periodicals of a like nature.

8) Utilities and Services

Tenant shall be responsible for the payment of all utilities associated with the operation of its business. Landlord may, in its discretion, apply Tenant's Security Deposit, in whole or in part, for the payment of utilities. Whenever it shall become necessary for the Landlord to apply any portion of the Tenant's Security Deposit for the payment of Tenant's utilities, the

Tenant shall tender to the Landlord, within five (5) days after requested by the Landlord, the amount deducted from the Tenant's Security Deposit to compensate for its use.

In the event of the sale of the premises, the Landlord may assign any unpaid portion of the Tenant's Security Deposit to the new owner. Thereafter, the Landlord shall be relieved of all liability associated therewith, and the Tenant shall look solely to the new owner for the return of the Tenant's Security Deposit.

Tenant shall be solely responsible for all costs, charges and deposits for the installation for all utilities for the operation of Tenant's business, including but not limited to, water, electricity, heat, telephone, sewage services, sanitary, and security protection. Tenant shall also be responsible for the removal of garbage and trash resulting from the operation of its business, on a regular basis. In the event the Tenant fails to pay for the proceeding items, the Landlord may in its discretion, pay the costs of said services. In that event, the Tenant shall reimburse the Landlord for such payments within five (5) days after requested by the Landlord. Failure to reimburse the Landlord shall constitute a breach of the Lease, and the Landlord may give the tenant notice to vacate, or resolve the issue in a manner to the Landlord's satisfaction. Tenant shall not install any equipment inconsistent with existing equipment used by the shopping center, without prior written permission by the Landlord. Landlord shall not be responsible for the interruption, suspension, or cessation of any utilities not authorized or under the control of the Tenant.

9) Repairs by Landlord

The Landlord shall be responsible for making only structural repairs to the premises, to wit: roof, foundation and exterior walls. Landlord shall not be responsible for the repair, painting, replacement, rebuilding, clearing or maintenance of any part of the premises, not

previously agreed to by the parties. Having delivered possession of the premises to the Tenant, the Landlord shall have no further obligation to inspect the premises. In the event the Landlord is responsible for the repair or repairs of any item listed in this section of the Lease, the Tenant shall give the Landlord written notice of the needed repair within five (5) days after the discovery of same by the Tenant. If the Tenant fails to provide said notice, and it becomes necessary for the Landlord to make said repairs, or the Landlord deems it an emergency to enter the premises to make said repairs, Tenant herein shall reimburse the Landlord for the costs of said repairs or deduct said costs from the Tenant's Security Deposit. In the event the Landlord deducts said costs from the Tenant's Security Deposit, the Tenant shall tender the amount deducted from the Security Deposit, in whole or in part, within ten (10) days after payment of said repair costs by the Landlord. The Tenant shall maintain during the term of the Lease or any extensions thereof, a Standard Maintenance Agreement on all equipment used by the Tenant in the operation of its business, and shall provide the Landlord a copy of said agreement.

10) Repairs by Tenant

Tenant shall be responsible for the maintenance and repair of all items under Tenant's control, or the negligence of Tenant's employees, agents, sub-tenant (where indicated) contractors, invitees, licensees or visitors. The obligations and responsibilities of the Tenant listed in paragraph 10 of the Lease shall be read in conjunction with the obligations stated in this paragraph.

11) Successors and Assigns

The provisions of this Lease shall bind and inure to the benefit of the Landlord and Tenant, upon any sale or other conveyance of the premises. In the event of such sale or other

conveyance of the premises, the Landlord shall be relieved of all covenants and obligations arising out of said sale or conveyance.

12) Fixtures and Personal Property

The Tenant, at its own expense and for any purpose consistent with the operation of its business, as stated in paragraph 7 of the Lease, is permitted to paint, decorate, install and maintain, and repair all trade fixtures, including lighting fixtures, floor coverings, signs and plumbing shades. Said fixtures may be removed by the Tenant, provide the Tenant is not in default of its obligations pursuant to the Lease. The Tenant shall be responsible for any damage created by the removal of said fixtures. If the costs of repairs, caused by the Tenant's removal of said trade fixtures, are not paid by the Tenant, the Landlord shall give the Tenant five (5) days to pay said costs, and the Landlord may, in its discretion pay said costs, and deduct the costs from the Tenant's Security Deposit. In that event, the Tenant shall reimburse the Landlord within ten (10) days.

The Tenant grants to the Landlord, a first priority lien and security interest in all personal property of the Tenant situated on the premises to secure the performance by the Tenant of the covenants and agreement of the Lease. The Tenant shall pay the Landlord one-fifteenth (1/15) of the monthly rent, taxes, and common area maintenance for each day or portion thereof after the date the Lease expires through the date that the Tenant's personal property is removed. In the event the Tenant does not remove its personal property within five (5) days after the Lease expires, the Landlord may remove said property and may deduct said costs of removal from the Tenant's Security Deposit. Under such circumstances, Tenant agrees to "Hold-Harmless" the Landlord for the loss or destruction of said property after its removal.

13) Signs

The Tenant shall not erect or maintain any sign or advertisement on the premises that is inconsistent with the City of Hapeville, Ordinance 93-3-20(d), or without the written approval of the Landlord. In the event the Landlord elects to remodel or renovate any portion of the "Shopping Center", Tenant agrees to replace any such signs or advertisements with substitute signs or advertisements provided by, and at the Landlord's sole expense, consistent with the overall remodeling or renovation plan of the Landlord's.

14) Alterations

No alterations to the premises, in whole or in part, shall be made without the written permission of the Landlord. In the event Tenant wished to make alterations, the Tenant shall present to the Landlord specifications and plans to be used in making the proposed alterations. The costs of making said alterations shall be borne solely by the Tenant, and the Tenant shall absolve the Landlord of any liability. All materials installed and alterations made by the Tenant shall be deemed to be "Fixtures", and shall immediately become the property of the Landlord, and shall remain on the premises upon termination of the Lease. The Landlord, at her option, may require the Tenant to remove all alterations or installations, and restore the premises to the condition which existed at the "Commencement Date" of the Lease.

15) Liens

It shall be the responsibility of the Tenant to promptly pay for all labor and services performed, materials furnished, painting and cleaning provided on behalf and at the request of the Tenant, or any entity executing any rights, valid or invalid, under the Lease. Tenant shall not permit any mechanic's, materialman's, contractor's, or other service provider's lien to be

placed against the premises or shopping center as a result of the Tenant's failure to pay for said services.

In the event any such lien is placed on the premises or shopping center, Tenant shall, within ten (10) days after notice of the filing of said lien, cause said lien to be cancelled or removed. In the event the Tenant fails to remove said lien within ten (10) days after notice of the filing of said lien, Landlord, at her option, shall take any and all appropriate steps needed to remove said lien. Landlord, at her sole discretion, shall assess the costs of removing said lien, including but not limited to, attorney's fees, which shall be paid by the Tenant within ten (10) days after written notification by the Landlord. Failure to reimburse the Landlord shall, at the sole discretion of the Landlord, serve as a basis for the termination of the Lease. The Landlord, at her sole discretion, may, (a) deduct said costs from the Tenant's Security Deposit, or, (b) utilize any legal process necessary to obtain said reimbursement.

16) Indemnification of Landlord

The Releases, Hold-Harmless, and Indemnifications clauses stated in Sections 2, 3, 9, 10, 11, 12, 15, and 16 of the Lease are re-stated and incorporated herein. Additionally, the Tenant agrees further to indemnify the Landlord, its agents, employees, attorneys, servants or officers, or members of the Board of Directors of Nature's Own Real Estate, LLC, from any lawsuits, judgments, injuries or deaths, seen or unforeseen, arising out of the patronage of the Tenant's business by customers, visitors, or service workers or contractors. All said indemnifications shall survive the term of the Lease.

17) Insurance

Tenant shall obtain and maintain in full force during the term of the Lease, as it may be extended or renewed, the following insurance coverage with respect to the premises herein leased by the Tenant:

1) Comprehensive general public liability insurance, with contractual liability endorsement, in an amount not less than \$150,000.00. Said amount shall cover property damage, bodily injury or death to one or more persons patronizing Tenant's business;

2) Plate glass insurance covering all plate glass in or on the premises leased herein;  
and

3) Insurance which covers the contents of the Tenant's goods, fixtures and inventory stored in or on the premises.

With respect to the above-listed required insurance, the following conditions shall apply;

a) Tenant shall obtain said insurance coverage and provide the Landlord a copy of said policy within one (1) week prior to taking possession of the premises;

b) The insurance policy shall include the name of the Landlord, to wit: Nature's Own Real Estate, LLC, as an additionally insured, and any holder of any mortgage, deed or trust or security deed, valid or invalid, encumbering the premises;

c) Any and all policies written herein shall be written by a licensed insurance company approved by the Landlord;

d) All such policies shall contain an endorsement stating that said policies shall not be cancelled or altered by the insurance company with respect to the Landlord or its designees without thirty (30) days notice to the Landlord prior to any such cancellation or alterations;

e) Tenant's failure to obtain insurance coverage as listed herein shall constitute a breach of the terms of the Lease. The Landlord may, in her discretion, terminate the Lease as a result of this default or resolve the breach in any manner to the Landlord's satisfaction and consistent with the laws of the State of Georgia;

f) Any insurance policies subsequently obtained by the Tenant after taking possession of the premises shall be consistent with the conditions listed in paragraph 5;

g) Tenant waives any actions by any insurance carrier for any loss or damage caused by said insurance policy or policies, and further shall cooperate with the Landlord in the demand for any payment for losses covered by said policy or policies.

18) Damage by Fire or Other Casualty

In the event the premises are damaged, in whole or in part, by fire, flooding, or any "Act of God" not caused by any act, not in the control of the Landlord or the Tenant, or its employees, agents, contractors, customers, visitors or licensees, the rent shall not abate. In the event the premises are repaired to at least seventy percent (70%) usage, the Tenant, at its' option, may continue to operate its business. The Landlord and the Tenant shall make an effort to agree as to what constitutes seventy percent (70%) usage. However, in the event the parties cannot agree, the Landlord, in her sole discretion, may terminate the Lease.

In the event any claims made by the Tenant to any insurance company covering any damage to the premises pursuant to any condition or conditions listed above, are paid by said insurance company, the proceeds of said claim shall be made payable to the Landlord and the

Tenant. It shall be the obligations of the parties to use said proceeds solely for the repairs of the premises. However, the Tenant shall be allowed to deduct from said proceeds, the costs of replacing destroyed inventory of the Tenant's business.

In the event the costs of making repairs and the value of the loss of the Tenant's inventory exceeds the coverage, the Landlord, in her sole discretion, may:

1) Enter into a new Lease, or 2) Pay the additional costs of making the repairs not covered by the insurance proceeds of any claim paid by the insurance carrier. The Tenant agrees that pursuant to the said election made by the Landlord, the Security Deposit tendered by the Tenant may be used to reimburse the Landlord, and the Tenant shall tender a new security deposit, to be decided by the Landlord.

19) Assignment or Subletting

Tenant shall not, without prior written consent and approval by the Landlord, rent, assign, or sublet any portion of the premises leased by the Landlord to the Tenant. Any such actions by the Tenant shall constitute a violation of the terms of the Lease. In such an event, the Landlord may, in her discretion, terminate the Lease or resolve the matter in any manner satisfactory to the Landlord.

20) Condemnation

In the event the premises are condemned, in whole or in part, because of public health reasons or for public use, the Lease shall be terminated. If only a portion of the premises or shopping center is condemned, the rent shall be apportioned based on the percentage of the portion condemned. If totally condemned, the Tenant shall be entitled to an apportionment of any condemnation award, consistent with any improvements made on the premises by the Tenant, at the Tenant's expense, and the Landlord shall be entitled to the balance, including

If the Tenant is deemed to be in default of one or more of the above-listed conditions or terms, the Landlord, in her sole discretion, may instantly terminate the Lease or exercise any other process to resolve the issue or issues to her satisfaction.

22) Non-Waiver

Any deviation by the Landlord from any aspect of the Lease entered into by the Landlord and Tenant shall not be deemed a waiver in total of any portion or portions of the remaining sections of the Lease. Any such deviation shall be considered made as an accommodation to one or both of the parties, and not a change in the terms of the Lease, unless specifically so stated.

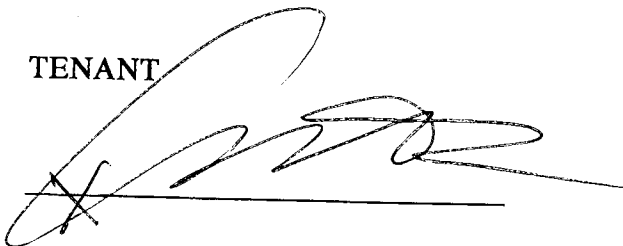
23) Parking

Tenant and Tenant's customers and employees shall have the right to use any parking on property. However, the Landlord does not provide designated parking for the Tenant or its customers, given the limited parking spaces on the property.

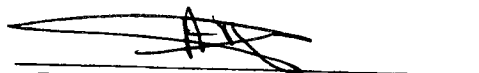
In witness whereof, the parties have duly executed this agreement, individually or through their authorized agent or attorney.

This 25 day of November, 2020.

TENANT



LANDLORD

  
ARDINA T. PIERRE, d/b/a  
Nature's Own Real Estate, LLC

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**The Blends 2 Bailey's Cigar Lounges LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **01/21/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **02/01/2021**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

# ARTICLES OF ORGANIZATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 1/21/2021 4:59:15 PM

## BUSINESS INFORMATION

**CONTROL NUMBER** 21025381  
**BUSINESS NAME** The Blends 2 Bailey's Cigar Lounges LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 01/21/2021

## PRINCIPAL OFFICE ADDRESS

**ADDRESS** 632 South Central Avenue, Hapeville, GA, 30354, USA

## REGISTERED AGENT

| NAME           | ADDRESS                                         | COUNTY |
|----------------|-------------------------------------------------|--------|
| JOTONYA WILLIS | 105 WALNUT RIDGE WAY, COVINGTON, GA, 30014, USA | Newton |

## ORGANIZER(S)

| NAME         | TITLE     | ADDRESS                                             |
|--------------|-----------|-----------------------------------------------------|
| ANTAR Bailey | ORGANIZER | 632 South Central Avenue, Hapeville, GA, 30354, USA |

## OPTIONAL PROVISIONS

N/A

## AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** Antar Bailey  
**AUTHORIZER TITLE** Organizer

## Starters

- CHIPS & QUESO \$5.99
- CHIPS & SALSA \$3.99
- QUESADILLA \$6.99

## ENTREE

- WINGS & FRIES \$9.99
- TACOS (BEEF, CHICKEN OR SHRIMP) \$2.79
- FAJITAS (BEEF, CHICKEN OR SHRIMP) \$15.99





P.O. BOX 3967 PEORIA, IL 61612-3967  
P: (800)645-2402 E: suretyil@rlicorp.com  
RLISURETY.COM

## LICENSE AND PERMIT BOND

Bond No. LSM1472865

KNOW ALL MEN BY THESE PRESENTS:

That we, BLENDZ 2 CIGAR AND HOOKAH LOUNGE,  
632 S CENTRAL AVE  
Hapeville, GA 30354

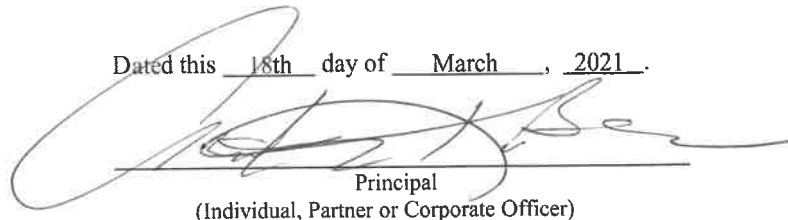
as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state  
of Georgia, as Surety, are held and firmly bound unto the City of Hapeville, State of Georgia, Obligees,  
in the penal sum of Five Thousand and 00/100  
(\$ 5,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligees, for which payment well and  
truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) \_\_\_\_\_  
OWNER by the Obligees.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances,  
including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in  
full force and effect for a period commencing on the 18th day of March, 2021, and ending on the 18th  
day of March, 2022.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom  
this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the  
mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety  
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 18th day of March, 2021.

  
Principal  
(Individual, Partner or Corporate Officer)



RLI Insurance Company

By B. W. Davis  
Barton W. Davis

Vice President

R0002307-20,30

# POWER OF ATTORNEY

## RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. LSM1472865

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as its true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: BLENDZ 2 CIGAR AND HOOKAH LOUNGE

Obligee: City of Hapeville

(Valid only when a County, City, Town or Village is named as Obligee)

Type Bond: OWNER

Bond Amount: \$ 5,000.00

Effective Date: March 18, 2021

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 18th day of March, 2021.

State of Illinois

County of Peoria

} SS



RLI Insurance Company

By:

Barton W. Davis

Vice President

### CERTIFICATE

On this 18th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Glover

Catherine D. Glover

Notary Public



I, the undersigned officer of

RLI Insurance Company

do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the

RLI Insurance Company

this 18th day of March, 2021.

RLI Insurance Company

By:

Jeffrey D. Fick

Corporate Secretary

A0083221

# ANTAR BAILEY

10 Bent Arrow Drive, Stockbridge, GA 30281

Comprehensive background in managing finances for a broad range of high-growth organizations in various industries. Progressive career path in leading successful large-scale transformations to maximize performance, profitability, and compliance. Quickly masters new roles and responsibilities. Rapidly adapting to new technologies and possess expertise in MS Excel (pvt tables, macros, lookups etc.), MS PowerPoint, MS Access, Hyperion, Oracle, Cognos, Khalix, Essbase, SAP and a broad range of other ERP systems.

## CORE COMPETENCIES

- *Cross-Functional Team Leadership*
- *Financial Analysis & Planning*
- *P&L Management*
- *Controllershship and Decision Support*
- *Report & Forecast Preparation*
- *Process Improvement*
- *Financial & Operations Management*
- *Business Planning & Analysis*
- *Capital Budget & Audits*

## PROFESSIONAL EXPERIENCE

### **Dover Corporation - Atlanta, GA**

#### **Director Of FP&A (2019 TO CURRENT)**

- Spearheading corporate projects to transform and re-direct strategic investments with targeted annual savings of \$25M+
- Generating three- to five-year financial forecasts for 10+% growth
- Creating, updating, and maintaining financial models and detailed forecasts of the company's future operations
- In first 90 days created SG&A, AP, AR and Professional fees reporting tools

### **SPG International LLC - Atlanta, GA**

#### **DIRECTOR OF FINANCE - INTERIM CFO (2018 to 2019)**

- Planned, directed and controlled the finance functions for applicable site, including budget development and controllership, financial analysis, and merger & acquisition (M&A) activities
- Member of Executive Leadership - 10 direct reports (Controllers, Back office, Treasury and Analysts)
- Prepared and presented financials and key indicators for business reviews, management reporting, budget and strategic planning
- Lead enterprise to transform business in using standards in BOMS

### **CHEP USA (Brambles Company) (2012-2018)**

#### **Senior Finance Manager – Supply Chain**

- Managed a team of 5 local analysts and 7 abroad - responsible for business partnering and decision support of the Company's supply chain actual and planned financial performance for \$600M in supply chain costs
- Conducted monthly financial analysis and lead financial reviews with CFO, Chief Accounting Office and SVP of Supply Chain Operations
- Realigned and revamped department infrastructure by developing new Business Warehouse tools, creating Accessorial reports, and bringing in fresh talent

#### **Senior Finance Manager – Customer Pricing and Profitability (Sales Finance)**

- Lead team of 4 analysts in partnering with Sales Team to develop win-win proposals resulting in over \$60M incremental revenue annually including 7 significant win-backs from competition
- Oversaw the identification and realization of \$18M annualized incremental revenue through strategic rate increases and pricing standardization
- Key participant in the redesign of strategic go-to-market pricing that will simplify all aspects of pricing while increasing customer satisfaction, retaining current profitability, and transitioning profitability to less volatile components

*-Continued-*

## PROFESSIONAL EXPERIENCE

### **Finance Manager – FP&A**

- Liaised and worked with the global business unit and functional leadership teams and regional Finance partners to identify and evaluate strategic growth and financial performance improvement opportunities.
- Orchestrated the design, development and implementation of enhanced forecasting models as well as the monthly preparation, consolidation and review of Sales & Supply Chain business forecasts.
- Spearheaded the development/execution of annual financial plans, focused on underlying business drivers and sensitivity analysis by modeling and quantifying the potential effects of changes in business drivers

### **Brand Energy and Infrastructure Services (2010-2011)**

#### **FP&A Finance Manager - Operations**

- Play a key role in creating accurate industry standard construction estimates and running the cost margins on a project from beginning to end while taking into account all operational issues.
- Proficiently develop detailed financial reports, providing dynamic forecasting, trending and result analysis tools vital to company's short- and long-term strategic business planning.

### **The Home Depot, Atlanta, GA (2005-2010)**

#### **Regional Finance Manager - Stores Finance**

- Collaborated with the Regional Vice President and District Managers to provide financial expertise for evaluating store performance.
- Directly handled all facets overseeing operating plans, managing costs, and identifying new and/or existing revenue streams.
- Collaborated with the Operations department to improve performance and increase profitability in Alaskan Markets.

### **Finance Manager – FP&A**

- Demonstrated strong critical thinking abilities in effectively managing the monthly and quarterly performance reports to the Board of Directors and Senior Management.
- Actively assisted Functional partners and Division leadership in the development of business review presentations.
- Successfully built and steered a team of 4 analysts to maximize performance in consistently completing financial projects on time in a fast-paced, time-sensitive environment.
- Played an integral role in facilitating the integration of Enterprise Information/Account System (SAP) and Khalix Financial System User training for employees

### **Delta Air Lines, Inc., Atlanta, GA (1994-2005)**

- ☐ **District Finance Manager – Atlanta Hartsfield Airport**
- ☐ **Project Manager (Product Strategy and Development)**
- ☐ **Pricing and Revenue Management Analyst**
- ☐ **Operational Supervisor**

*Career Note:* Additional experience in Airline Operations.

## EDUCATION

**Master of Business Administration (MBA)** - Keller Graduate School of Management, Chicago, IL  
**Bachelor of Art, Mathematics** - Morehouse College, Atlanta, GA



**Alcohol License Establishment Planning & Zoning Form**

Business Name: Bailey's Cigar Lounges LLC

Business Address: 632 S. Central Avenue, Hapeville, GA 30354

Business Owner: Antar Bailey

Building Square Footage: Total floor area 4,000 square feet.

Square footage of Business Unit: 1,100 square feet.

Will the establishment provide patio/outdoor dining? No

Number of Parking Spaces Provided: 23 spaces indicated on application. \*Site plan not provided.

**STAFF USE ONLY**

Zoning Classification: U-V, Urban Village Sec. 93-11.2-3.

Permitted uses: Retail (Occupational tax permit issued for retail cigar and hookah sales and on premises consumption of cigar and hookah)

Are there variances approved for this property? No known variances.

Does the proposed use require a Conditional Use Permit? No.

Number of parking spaces required by zoning: U-V zoning requires 3 parking spaces per 1,000 sf of enclosed commercial floor area. With an approximate floor area of 1,100 sf, 4 spaces are required. Though not required by zoning, additional parking is encouraged given the nature of the business.

Staff Comments: Parking is limited at this location; patrons are required to park in municipal parking lots. There are ongoing issues with parking along this section of S Central Avenue of patrons parking in private lots and booting of cars.  
The application for the occupational tax permit was granted as a retail establishment similar to that of King's Cigar Bar. An application for on-premise consumption for an establishment of less than 2,000 sf must include the serving of at least one meal per day, 40% of receipts must come from food, and the establishment must be open at least 5 days per week. All other sections of the code, including adequate parking lighting, operating hours, and alcohol sales restrictions must be followed.

Note: Though the application refers to the business as a lounge, it does not qualify as a "lounge" as defined in the Code. See below.

## Definitions

*Lounge* means a separate room connected with, a part of, and adjacent to, a restaurant or room located in a hotel as defined herein with all booths, stools, and tables being open and unobstructed to the view of any other customers in such lounge, or the manager thereof.

*Principle business* means that at least 30 percent of the receipts of such business shall come from the sale of food in lounges and restaurants. To be included in the tabulation of receipts for the purpose of this calculation are all receipts of all persons laboring on the premises, including the services of all independent contractors, performers, servers, entertainers, or other nonemployee personnel not to include, however, persons who are called to the premises from other licensed businesses to perform services, repairs or construction on equipment or building premises.

### **Sec. 5-3-4. – Standards for approval, denial, renewal, suspension, or revocation.**

The city manager and the city council in making determinations and recommendations on an alcohol license application, request, revocation, suspension and/or renewal, shall be guided by the following factors:

- (1) The nature of the neighborhood immediately adjacent to the subject location, that is, whether the same is predominantly residential, industrial or business.

**The adjacent neighborhood is a mix of commercial and residential uses.**

- (2) The proximity of school grounds, school buildings, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

**There is a school in close proximity to the property, however, state and local law does not have a distance requirement for on-premise consumption.**

- (3) Whether the subject location has adequate off street parking facilities or other parking available for its patrons.

**No site plan showing parking location has been provided. There is public parking available, however, there are ongoing issues with visitors parking in private lots behind the properties along South Central.**

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

**There is no evidence to indicate an increase in traffic.**

- (7) The applicant, business or licensee's meeting of the requirements of this chapter and state, federal and local laws, including as such pertains to notice and distance requirements, fire codes, building, zoning, parking, storage, sanitation codes, parking buffers, lighting and other matters relating to public welfare and safety and the use or sale of alcohol at the proposed location.

**There is a requirement for food sales should alcohol be served on-premise. No information has been provided to substantiate the sale of food.**

### **Sec. 5-6-3. – On-premises consumption regulations generally.**

The following regulations shall apply to licensed on-premises consumption establishments:

- (1) No licensee shall advertise or promote in any way, whether within or without the licensed premises, any of the practices prohibited under this article.
- (2) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. for licensed establishments whose property lines abut an area zoned residential, and 2:00 a.m. and 8:00 a.m. for all others. Except for bed and breakfasts and hotels, all patrons shall vacate such licensed establishments whose property lines abut an area zoned residential no later than 12:45 a.m., and 2:45 a.m. for all others. For purposes of this subsection, "residential" shall mean any parcel of land designated for use as a single or multifamily dwelling and duplexes.
- (3) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted on Sundays between the hours of 8:00 a.m. and 11:00 a.m.
- (4) In no event shall drinks be mixed or sold, nor malt beverages sold, during the prohibited hours, based upon the timely sale of tickets, chits, decanters or other devices.
- (5) On-premises consumption licensees may sell malt beverages by the pitcher, or wine by the bottle or decanter.
- (6) Hotels shall have the privilege of granting franchises for the operation of a lounge or restaurant in their premises, provided the hotel and the franchisee meet all the requirements of this chapter.
- (7) No provision of this section shall be construed to prohibit a licensee from offering free food or entertainment at any time; or to prohibit the licensee from including an alcoholic beverage as a part of a meal package; or to prohibit the sale or delivery of wine by the bottle or carafe when sold with meals; or to prohibit any bed and breakfast, hotel or motel from offering room service or a complimentary social hour to its registered guests.
- (8) It shall be unlawful for any person to employ knowingly in any pouring outlet in any capacity whatsoever, including performers, entertainers and musicians, any person who has plead guilty or has been convicted of soliciting for prostitution, pandering, letting premises for prostitution, keeping a disorderly place, illegally dealing in drugs, sex offenses or for any charge relating to the manufacture or sale of intoxicating liquors, other alcohol related offenses or for violations of local other jurisdictions ordinances regarding alcoholic beverages within the last five years prior to the application.
- (9) The state law and regulations relating to the sale of beer, wine, and distilled spirits, as revised, promulgated by the state department of revenue, and especially as related to retail sale for consumption on premises are hereby incorporated into and made a part of this article as if fully set out in this section.
- (10) All on-premises consumption licenses shall collect and pay a tax of three percent on the sale of alcoholic beverages by the drink in the city in accordance with chapter 17, article 6 of the Hapeville Code of Ordinances.
- (11) No licensee or employee or agent of a licensee shall engage in any of the following practices in connection with the sale or other disposition of alcoholic beverages for consumption on the premises:
  - a. The giving away of any alcoholic beverage in conjunction with the sale of any other alcoholic beverage;
  - b. The sale of two or more alcoholic beverages for a single price, including the sale of all such beverages a customer can or desires to drink at a single price;
  - c. The sale or serving of two or more alcoholic beverages at substantially the same price customarily charged for one such alcoholic beverage;

- d. Requiring or allowing the purchase of a second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased or before the first such beverage has been substantially consumed, by any one person;
- e. The sale or delivery to any person or group of persons of an unlimited number of alcoholic beverages during any set period of time for a fixed price, except at private functions not open to the public; or
- f. Increase the volume of alcohol contained in a drink without increasing proportionately the price regularly charged for such alcoholic beverage.

**Sec. 5-6-12. – Regulation of on-premises consumption establishments under 2,000 square feet.**

- (a) This article applies only to on-premises consumption establishments under 2,000 square feet (including any outside serving area).
- (b) Only on-premises consumption establishments under 2,000 square feet (including any outside serving area) may obtain an on-premises consumption under 2,000 square feet license.
- (c) All general provisions set forth in article six shall apply fully to on-premises consumption under 2,000 square feet licensees, except such licensees shall only be required to:
  - (1) Serve one meal per day;
  - (2) Be open for service five days a week; and
  - (3) Have at least 40 percent of its receipts come from the sale of food.

## Zoning Compliance

Zoning Classification: U-V – Urban Village. The business is a retail business and smoking lounge where customer's purchase and can either consume on premises or take away cigar or hookah products. Similar to King's Cigar Bar on Virginia Avenue, this retail use is permitted in the U-V (Urban Village) district.

## Alcoholic Beverage Ordinance Compliance

Sec. 5-3-4. – Standards for approval, denial, renewal, suspension or revocation.

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the same is predominantly residential, industrial or business.

*The neighborhood immediately adjacent is a mix of commercial and residential uses.*

- (2) The proximity of churches, school buildings, school grounds, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

There are churches and schools within 100 yards of the location, however, neither state nor local laws restrict on-premises consumption based upon distance from churches, schools, or alcoholic treatment

location from the nearest school/school grounds is farther than the required 100 yards from school building, school grounds or college campus and 100 yards from an alcohol treatment center. The measured distance between 971 Virginia and the nearest school, Catapult Learning at 3430 Lang Avenue, is approximately 135 yards.



- (3) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons.

U-V zoning requires three parking space per 1000 sf of commercial floor area. This would require 12 spaces which are available on site.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

There is an existing food store at this location. There is no indication the location will increase traffic congestion or hazards in an inordinate manner.

Sec. 5-4-3. Prohibited locations.

- (a) Prohibited locations. It shall be prohibited to obtain a license for on-premises consumption within the following areas of the city:

- (1) Within any residential zoning district or other prohibited district as set out in the zoning ordinance.

- (2) Within a measured 100 yards of any alcoholic treatment center owned and operated by the state or any county or municipal government therein.
- (3) Within a measured 100 yards of any school building, school ground, or college campus.

The U-V Zoning District allows residential uses, but is not considered a residential zoning classification. As shown above, the school building is in excess of 100 yards from the business.

**The application complies with the above criteria of Sec. 5-4-3, Sec. 5-3-4, and Sec. 93-11.2.3 and can be approved with regard to planning & zoning criteria.**

**Ph: 404-669-2111**  
**Fax 404-669-2140**

## Police, Code Enforcement, & Traffic Alcohol Establishment Inspection Report

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

### Exterior Observations:

Condition of Signage: \_\_\_\_\_

Window Signage & Visibility: \_\_\_\_\_

Condition of Property: \_\_\_\_\_

Exterior Illumination:      Low Level      Moderate Level      High Level

Employee ID Badges: \_\_\_\_\_ In Compliance      \_\_\_\_\_ Non-Compliant      \_\_\_\_\_ N/A

### Interior Observations:

Interior Illumination: ☐ Low Level ☐ Moderate Level ☐ High Level  
☐ Unknown

Cameras: \_\_\_\_\_ In Compliance \_\_\_\_\_ Non-Compliant \_\_\_\_\_ N/A

Broken Packages: \_\_\_\_\_ In Compliance                      \_\_\_\_\_ Non-Compliant                      \_\_\_\_\_ N/A

### Traffic Considerations:

Private Property Accidents \_\_\_\_\_ Notes: \_\_\_\_\_

COMPLIANCE: To resolve this issue please \_\_\_\_\_ from premises within \_\_\_\_\_ days from receipt of this notice to be considered for an Alcohol License.

**RIGHT TO APPEAL:** Appeals are made thru the ARB, City of Hapeville Mayor and Council by contacting City Hall at 404-669-2100. Non-compliance may result in a Court Citation.

Additional Violations Noted:

History:

Law Enforcement: calls      Code Enforcement: calls

Inspector's Signature

|                  |              |
|------------------|--------------|
| Inspection No:   | IAL 21 -005  |
| Inspection Date: | 04/19/2021   |
| Inspection Time: | 0            |
| Inspected By:    | Eskew, Brian |

## HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



### Inspection and Compliance Orders

|           |                              |          |                          |              |       |
|-----------|------------------------------|----------|--------------------------|--------------|-------|
| Facility: | Blens 2 Baileys Cigar Lounge | Address: | 632 South Central Avenue |              |       |
| Phone:    | 404-263-9491                 |          |                          |              |       |
| Fax:      |                              | City:    | City of Hapeville        |              |       |
| Email:    | Antar.Bailey@yahoo.com       | State:   | GA                       | Postal Code: | 30354 |

### Primary Contact

|          |                        |       |              |
|----------|------------------------|-------|--------------|
| Contact: | Bailey, Antar          | Work: |              |
| Email:   | Antar.Bailey@yahoo.com | Cell: | 404-263-9491 |

|                  |                               |
|------------------|-------------------------------|
| Inspection Type: | Inspection - Business License |
|------------------|-------------------------------|

| Violation Code | Days to Correct* | Violation | Notes | Location |
|----------------|------------------|-----------|-------|----------|
|----------------|------------------|-----------|-------|----------|

|                              |
|------------------------------|
| Inspection Notes:            |
| Approved For Alcohol License |

|                            |                                                                                    |
|----------------------------|------------------------------------------------------------------------------------|
| Inspector :<br>Brian Eskew |  |
|----------------------------|------------------------------------------------------------------------------------|

\* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

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

April 6, 2021  
6:00PM

**MINUTES**

1. Call to Order: Mayor Hallman called the Council Session to order at 6:05pm at the Municipal Courtroom located at 700 Doug Davis Drive, Hapeville, GA.
2. Roll Call:  
Mayor Alan Hallman  
Alderman Mike Rast  
Councilman at Large Travis Horsley  
Councilman Ward I Mark Adams - absent  
Councilman Ward II Chloe Alexander
3. Welcome
4. Pledge of Allegiance
5. Invocation given by Mayor Hallman
6. Questions on the Agenda – none
7. CONSENT AGENDA
  - 7.I Approval of Minutes – 3/2/2021 and 3/16/2021
  - 7.II Consideration and Action on Police Department Computer Replacement Purchase of \$60,764
  - 7.III Consideration and Action for the City of Hapeville to enter into an agreement with Georgia Department of Early Care and Learning for The Bright From the Start Summer Food Program 2021 and to Authorize Ashley Moody to act on behalf of the City of Hapeville as Principal and point of contact of SFSP 2021.
  - 7.IV Consideration and Action on Academy Theatre Spring 2021 Park Performance Series Proposal
  - 7.V Consideration and Action on Bail Bondsman Renewal Application for Atlantic Bonding Company Inc
- MOTION: Alderman Rast made a motion to approve the consent agenda, Councilman Horsley seconded. Ashley Moody accepts nomination for Delegation of Authority appointment as principal and accepts full responsibility for the City of Hapeville's participation in SFSP 2021. Motion carried 3-0.**
8. OLD BUSINESS
  - 8.I Consideration and Action on Skateboarding Ordinance – 2nd Reading

**MOTION: Councilman Horsley made a motion to approve the ordinance, Alderman Rast seconded.**

**Discussion: Councilman Alexander asked was it a first reading or just a discussion last time.**

**Councilman Horsley requested to change the wording on line 42 to mimic lines 44 and 45.**

**Councilman Horsley amended motion to replace line 42 with the line 44 and 45 verbiage, Alderman Rast seconded. Motion carried 3-0.**

8.II Consideration and Action on Ordinance Amendment to Update Residency Requirements for Ethics Committee

**MOTION: Councilman Alexander made a motion to waive first reading, Councilman Horsley seconded. Motion carried 3-0. Councilman Horsley made a motion to approve the ordinance amendment to update the residency requirements for Ethics Committee, Councilman Alexander seconded. Motion carried 3-0.**

8.III Consideration and Action on Remaining Board Appointments and Ordinance

**MOTION: Councilman Horsley made a motion to approve the appointment of Jerome Newell to the Ethics Committee, Councilman Alexander seconded. Motion carried 3-0. Councilman Horsley made a motion to approve Jason Morris to the Board of Appeals, Councilman Alexander seconded. Motion carried 3-0. Alderman Rast made a motion to reappoint Mike Simpson, Carolyn Rough, and Raymond Farr to the Ethics Committee, Councilman Alexander seconded. Motion carried 3-0.**

9. NEW BUSINESS

9.I Consideration and Action on Surplus Property

**MOTION: Alderman Rast made a motion to approve the request, Councilman Alexander seconded.**

**Discussion: Alderman Rast asked what year is the motorcycle we just acquired. Motion carried 2-0-1 (Councilman Horsley abstained due to the company purchasing the surplus being on Statewide Contract which would be a conflict of interest to his full time job with the state).**

10. City Manager Report – Mr. Young said staff is busy working on the preliminaries for 21-22. At our next meeting we will do a preliminary discussion with Mayor and Council. Staff has also been busy making sure that all the projects are going well. As this year started, we were looking at being in our savings by about \$2.5 million but actually with the last ARP, probably \$600,000. That gives us life for next year and he's not worried about next year. Mayor Hallman stated there was an email sent by Susan Bailey concerning the memorial for the nursery explosion. He asked had Council reviewed it and did anyone have any problem with the form of the letter. Legal had also reviewed it. Mayor Hallman recommended sending via FedEx.

11. Public Comments - Amy Peists

12. Mayor and Council Comments – Councilman Horsley and Alderman Rast thanked everyone for coming out to the meeting. Councilman Alexander said she is looking forward to the parade next

weekend. Mayor Hallman said he appreciated everyone coming out tonight being apart of your government. He wished everyone a

13. Executives Session –

**MOTION: Councilman Horsley made a motion at 6:28PM to go into executive session for real estate, Councilman Alexander seconded. Motion carried 3-0. Alderman Rast made a motion to go into recess, Councilman Horsley seconded. Motion carried 3-0. Councilman Alexander made a motion to reconvene into executive sessions, Alderman Rast seconded. Motion carried 3-0.**

No action taken.

**MOTION: Councilman Alexander made a motion to go into open session, Alderman Rast seconded. Motion carried 3-0.**

14. Adjourn –

**Councilman Alexander made a motion to adjourn, Councilman Horsley seconded. Motion carried 3-0.**

Respectfully submitted,

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Alan Hallman, Mayor

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Crystal Griggs-Epps, City Clerk

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

April 20, 2021 6:00 PM

**Minutes**

1. Call to Order: Mayor Hallman called the Council Work Session to order at 6:02pm.

2. Roll Call:

Mayor Alan Hallman  
Alderman at Large Mike Rast  
Councilman at Large Travis Horsley  
Councilman Ward I Mark Adams  
Councilman Ward II Chloe Alexander

3. Welcome

4. QUESTIONS ON THE AGENDA – none

5. NEW BUSINESS

5.I 2022 Budget Preview

City Manager, Tim Young said he doesn't expect to add to the fund balance in 2022. Finance Director, Randy Brewer said they had met with all Department Heads. He asked for Mayor and Council's help and their goals. Councilman Adams asked about the roof repairs and for which buildings. Alderman Rast asked about the term of debt for the roofs. Councilman Horsley said a million dollars is a lot for three roofs and added that incurring cost for a build out is probably a wiser idea. Mayor Hallman said he would like to have a planning retreat; maybe have someone come in to talk it out. It needs to be part of a boarder discussion. Mr. Young said this is exactly what he wanted – a discussion. Mr. Brewer informed Council that salary increases were not included in the expenditures. Alderman Rast said maybe later we can revisit something along those lines in this current budget.

5.II Consideration and Action on Intergovernmental Agreement with Fulton County to Conduct the Municipal General Election for November 2, 2021 and to Authorize Payment of Invoice in the Amount of \$11,508.00

**MOTION: Councilman Adams made a motion to approve the agreement and authorize payment of invoice, Alderman Rast seconded. Councilman Alexander asked was the updated contract online. Motion carried 4-0.**

5.III Consideration and Action to Approve Arbor Day Resolution

**MOTION: Councilman Alexander made a motion to approve the resolution, Alderman Rast seconded. Motion carried 4-0.**

#### 5.IV Discussion on Sponsoring Chapman's 100th Anniversary Celebration

Councilman Alexander said \$2700 for marketing is a lot and added that people may be willing to volunteer that have the skill set. Councilman Adams asked how many sponsorships Council want to sponsor a year.

#### 5.V Discussion to Revise Food Truck Ordinance

Councilman Alexander said that food trucks have their own following. She suggested reducing the distance between the food trucks, allow food trucks even though not a special event, and to allow to operate lunch until dinner. She also suggested allowing businesses to have a food truck on days they're closed. Alderman Rast asked how would the restaurants see this. Councilman Alexander said people by nature like variety. This would increase foot traffic. Councilman Horsley said he agrees that food trucks have a unique following. Councilman Adams agrees with Councilmen Alexander and Horsley. Mr. Young said the Economic Development group at Georgia Power have information on this and that Volare smells great which may have people wanting to come back here. It adds to the net business rather than taking away. Alderman Rast said he'll think about it and have an open mind. Mayor Hallman said we'll revisit this.

6. City Manager Report – Mr. Young said there was a good turnout at the parade. It is spring and we are open. He said we're setting up for this upcoming year. There is a large Design Review meeting this weekend. Over the last year, we've kept the City open and operating and we're setting up for a fairly good 21-22. Alderman Rast said he appreciated Mr. Young coming up on his off day. Councilman Horsley asked about the CBDG. Mr. Young said Mr. Sudduth had given him an update and their working on it. Bids are going out for playground equipment. He said he'll have more at the next meeting.

#### 7. Public Comments – Carol Cahill and Donna Ellington

8. Mayor and Council Comments – Councilman Adams said thank you to Community Service and that it was great seeing some type of normalcy. He also said hats off to a great Finance Department. Councilman Alexander said she had a great time at the parade, and she appreciates all the work put into it. Alderman Rast said the Hapeville Beautiful and Clean Committee will be out picking up litter and putting down pine straw. If anyone is interested in joining the group to contact him or his wife. Councilman Horsley said thanks for coming out and participating in government. Mayor Hallman said he was excited about the parade and that he appreciates staff and volunteers for putting it together.

#### 9. Executives Session –

**MOTION: Councilman Adams made a motion at 6:50PM to go into executive session for real estate, Alderman Rast seconded. Motion carried 4-0. Councilman Horsley made a motion to go into recess, Councilman Adams seconded. Motion carried 4-0. Councilman Horsley made the motion to go into executive session, Councilman Adams seconded. Motion carried 4-0.**

No action taken.

**MOTION: Councilman Adams made a motion to go into open session, Alderman Rast seconded. Motion carried 4-0.**

10. Adjourn

**MOTION: Councilman Horsley made a motion at 7:38PM to adjourn, Councilman Adams seconded.  
Motion carried 4-0.**

Respectfully submitted,

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Alan Hallman, Mayor

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Crystal Griggs-Epps, City Clerk

## **Chapman's 100<sup>th</sup> Anniversary Event**

**Saturday, July 17, 2021**

### **4:00-6:00 PM - At Chapman's Drug Store**

-Free Drinks from Soda Fountain – Derek Chapman to choose what he will serve.

-Academy Actors positioned around Drug Store telling stories in character:

-Dr. Chapman - Rayburn Chapman, Sr. who started Chapman Drugs

-Coy Wynn - Soda Jerk – worked at Chapman's for 30 years

-Hoyt Smith - Delivery boy

-Gossip Lady - Tells tales about life in Hapeville

### **6:00 – 8:00 PM – Community Services Parking Lot**

-Darwin Conort to perform – People attending concert can buy food and beverages at local restaurants in the Arts Alley.

#### **Budget:**

|                   |                |
|-------------------|----------------|
| <b>Marketing:</b> | <b>\$2,700</b> |
|-------------------|----------------|

Includes Banners on Street announcing event and 100<sup>th</sup> Anniversary, program with Chapman's history, and flyers & posters promoting event

#### **Entertainment:**

|                        |                |
|------------------------|----------------|
| Academy Theatre Actors | <b>\$1,000</b> |
|------------------------|----------------|

|                        |                      |
|------------------------|----------------------|
| Darwin Conort Musician | <b><u>\$ 800</u></b> |
|------------------------|----------------------|

|                            |                |
|----------------------------|----------------|
| <b>TOTAL EVENT EXPENSE</b> | <b>\$4,500</b> |
|----------------------------|----------------|

April 29, 2021

City of Hapeville  
3747 North Fulton Avenue  
Hapeville, GA 30354

Re: 2020 CDBG Park Improvements Project  
Our Reference No. 200141

Dear Honorable Mayor and Council:

We have reviewed the bids received at Hapeville Community Services Building, at 2:00 p.m., local time on April 27, 2021 for construction of the referenced project. Five (5) bids were received. The following is a summary of the three (3) low bids.

|    | <b><u>Bidder</u></b>                                                                 | <b><u>Bid Amount</u></b> |
|----|--------------------------------------------------------------------------------------|--------------------------|
| 1. | Kompan, Inc.<br>605 W. Howard Lane, Suite 101<br>Austin, TX, 78753                   | \$ 351,026.26            |
| 2. | Willow Construction, Inc.<br>3970 Flint Hill Road<br>Powder Springs, GA 30127        | \$ 398,827.75            |
| 3. | The Corbett Group, LLC.<br>13201 Veterans Memorial Highway<br>Douglasville, GA 30134 | \$ 433,207.30            |

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

Each bidder submitted a bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/19). Kompan, Inc. submitted bid bonds in the amount of 5%. The low bid of \$351,026.26 is within the funds allocated for the project.

The low bidder, Kompan, Inc., appears to have met all of the required qualifications. Keck & Wood, Inc. performed due diligence on Kompan, Inc. and considers Kompan, Inc. to be capable of performing the activities required to complete construction of this project

Keck & Wood, Inc., therefore, recommends contract award to Kompan, Inc. in the amount of \$351,026.26 for construction of the 2020 Citywide Resurfacing Project.

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

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.



Adam Shelton, PE  
Assoc. Vice President

Enclosure

RECEIVED BY: CITY OF Hapeville, Georgia  
 AT Hapeville City Hall  
 2:00 P.M., Local Time, April 27, 2021

**BID TABULATION**  
**CITY OF Hapeville CDBG Park Improvements**  
**CITY OF Hapeville, Georgia**

|                                                                                                                                                                              |                                                                                                                             |          |      | BIDDER NO. 1<br>Kompan, Inc.<br>605 W. Howard Lane, Suite 101<br>Austin, TX 78753 |              | BIDDER NO. 2<br>Willow Construction, Inc.<br>3970 Flint Hill Road<br>Powder Springs, GA 30127-2809 |             | BIDDER NO. 3<br>The Corbett Group, LLC<br>13201 Veterans Memorial Highway<br>Douglasville, GA 30134 |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------|------|-----------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------|-------------|
| ITEM NO.                                                                                                                                                                     | ITEM DESCRIPTION                                                                                                            | QUANTITY | UNIT | UNIT PRICE                                                                        | AMOUNT       | UNIT PRICE                                                                                         | AMOUNT      | UNIT PRICE                                                                                          | AMOUNT      |
| LAKE DRIVE PLAYGROUND                                                                                                                                                        |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| 1                                                                                                                                                                            | Landscaping (Plants, Bed Prep, Mulch)                                                                                       | 1        | LS   | \$2,820.00                                                                        | \$2,820.00   | \$880.00                                                                                           | \$880.00    | \$8,500.00                                                                                          | \$8,500.00  |
| 2                                                                                                                                                                            | Sod                                                                                                                         | 2,556    | SF   | \$2.62                                                                            | \$6,696.72 * | \$1.15                                                                                             | \$2,939.40  | \$1.62                                                                                              | \$4,140.72  |
| 3                                                                                                                                                                            | Playground Equipment/Freight/Installation (circle or highlight selected model where "or-equal" options are presented below) | 1        | LS   | \$90,057.00                                                                       | \$90,057.00  | \$66,828.00                                                                                        | \$66,828.00 | \$70,000.00                                                                                         | \$70,000.00 |
| Kompan Macro Spacenet, Red, Item No. COR314011-1101 or Playcraft Systems NeFX Regular Pyramid, Item no. A2-NE-101                                                            |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| Kompan Performer Arch, Red, Item No. COR822001-1106 or Playcraft Systems Crawl Thru Net Bridge, Item No. REVDB4CCA                                                           |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| Kompan Twin Ring Sky Carousel, Item No. PCM151-0901 or Playcraft Systems Mini Neutron Spinner with Launch Pad, Item No. REV73F6EA                                            |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| Kompan Ridge, Item No. ELE500003-3717 or Playcraft Systems Custom Structure, Item No. R503CE63A                                                                              |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| Kompan Bench, Red, Item No. LE423600-3418 or approved equal                                                                                                                  |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| Kompan Dbl Bay Swing 8' w/2 Belts, Basket o100, Rope Blk/Blk Grey, Item No. KSW92011-0910 or Playcraft Systems Disc Swing with Arch swing Add-A-Bay, Item No. PC2015, PC2123 |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| 4                                                                                                                                                                            | North East River Jack                                                                                                       | 12       | SY   | \$179.00                                                                          | \$2,148.00 * | \$95.00                                                                                            | \$1,140.00  | \$200.00                                                                                            | \$2,400.00  |
| 5                                                                                                                                                                            | Grading Complete                                                                                                            | 1        | LS   | \$4,500.00                                                                        | \$4,500.00   | \$7,815.00                                                                                         | \$7,815.00  | \$10,500.00                                                                                         | \$10,500.00 |
| 6                                                                                                                                                                            | Site Work                                                                                                                   | 1        | LS   | \$44,515.16                                                                       | \$44,515.16  | \$18,155.00                                                                                        | \$18,155.00 | \$25,000.00                                                                                         | \$25,000.00 |
| Existing Playground Demolition                                                                                                                                               |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| French Drain and Catch Basins                                                                                                                                                |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| ADA Ramps                                                                                                                                                                    |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| Excavation                                                                                                                                                                   |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| Ribbon Curb                                                                                                                                                                  |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| EWF&FF/CFH 14'/12" Comp. Play Area Mulch                                                                                                                                     |                                                                                                                             |          |      |                                                                                   |              |                                                                                                    |             |                                                                                                     |             |
| 7                                                                                                                                                                            | Concrete Sidewalk                                                                                                           | 24       | SY   | \$96.08                                                                           | \$2,305.92 * | \$235.00                                                                                           | \$5,640.00  | \$65.00                                                                                             | \$1,560.00  |
| 8                                                                                                                                                                            | Mobilization/Erosion Control/Construction Staking                                                                           | 1        | LS   | \$6,580.28                                                                        | \$6,580.28   | \$12,683.00                                                                                        | \$12,683.00 | \$24,000.00                                                                                         | \$24,000.00 |
| 9                                                                                                                                                                            | Trash Receptacle                                                                                                            | 2        | EA   | \$915.50                                                                          | \$1,831.00   | \$2,320.00                                                                                         | \$4,640.00  | \$2,600.00                                                                                          | \$5,200.00  |
| 10                                                                                                                                                                           | Pet Waste Receptacle                                                                                                        | 2        | EA   | \$915.50                                                                          | \$1,831.00   | \$300.00                                                                                           | \$600.00    | \$800.00                                                                                            | \$1,600.00  |
| 11                                                                                                                                                                           | Chain Link Fence                                                                                                            | 1        | LS   | \$9,275.00                                                                        | \$9,275.00   | \$32,120.00                                                                                        | \$32,120.00 | \$14,200.00                                                                                         | \$14,200.00 |
| 12                                                                                                                                                                           | 6" Sch. 40 PVC Drainpipe                                                                                                    | 14       | LF   | \$12.54                                                                           | \$175.56     | \$15.00                                                                                            | \$210.00    | \$55.00                                                                                             | \$770.00    |

**BID TABULATION**  
**CITY OF HAPEVILLE CDBG PARK IMPROVEMENTS**  
**CITY OF HAPEVILLE, GEORGIA**

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
 AT HAPEVILLE CITY HALL  
 2:00 P.M., LOCAL TIME, APRIL 27, 2021

| ITEM NO.                       | ITEM DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | QUANTITY | UNIT | BIDDER NO. 1 |               | BIDDER NO. 2 |             | BIDDER NO. 3 |             |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|--------------|---------------|--------------|-------------|--------------|-------------|
|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |      | PRICE        | AMOUNT        | PRICE        | AMOUNT      | PRICE        | AMOUNT      |
| 13                             | Bench - Victor Stanley, Inc. RB-28 Steelites RB Series or Ultra-Site Jackson Series Model #96-S6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 3        | EA   | \$1,880.00   | \$5,640.00    | \$2,220.00   | \$6,660.00  | \$2,000.00   | \$6,000.00  |
| <b>COFIELD PARK PLAYGROUND</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |      |              |               |              |             |              |             |
| 14                             | Sod                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 10,609   | SF   | \$2.29       | \$24,294.61   | \$1.15       | \$12,200.35 | \$1.62       | \$17,186.58 |
| 15                             | Playground/Fitness Equipment/Freight/Installation (circle or highlight selected model where "or-equal" options are presented below)<br>Kompan Push-Up & Leg Lift Station, Grey, Item No. KPX126-3617 or Greenfields Outdoor Fitness Captain's Chair, Item No. SHP2009-5-04<br>Kompan Double Chest Press, Grey, Item No. KPX131-3617 or Greenfields Outdoor Fitness 2-Person Combo Lat Pull & Vertical Press, Item No. SGR2005-1-48C<br>Kompan Dual Flex, Grey, Item No. KPX220-3617 or Greenfields Outdoor Fitness 2-Person Accessible Big Wheel Stretch Item No. UBX-286<br>Kompan Sit-Up Bench, Grey, Item No. KPX121-3617 or Greenfields Outdoor Fitness Sit-Up Bench, Item No. UBX-223<br>Kompan Free Runner, Grey, Item No. KPX120-3617 or Greenfields Outdoor Fitness Single Air Walker, Item No. SHP2009-5-06<br>Kompan Tipi Carousel w/ Top Brace, Dark Blue, Item No. ELE400065-3717GR or Playcraft Systems Spin Max Tower, Item no. PC 2477<br>Kompan Fairy Tale Seesaw, Item No. M17601-01P or Playcraft Systems Tyke Seesaw, Item No. PC 1921<br>Bench - Victor Stanley, Inc. RB-28 Steelites RB Series (or Ultra-Site Jackson Series Model #96-S6)<br>EWF&FF/CFH 14/12" Comp. Play Area Mulch<br>Bonded Rubber Mulch for Exercise Equipment<br>Site Work<br>Ribbon Curb<br>Excavation<br>French Drain w/ Catch Basins<br>ADA Ramps<br>Concrete Sidewalk Connection to Loop | 1        | LS   | \$32,159.00  | \$32,159.00   | \$52,703.00  | \$52,703.00 | \$65,000.00  | \$65,000.00 |
| 16                             | Bench - Victor Stanley, Inc. RB-28 Steelites RB Series (or Ultra-Site Jackson Series Model #96-S6)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3        | EA   | \$1,880.00   | \$5,640.00    | \$2,220.00   | \$6,660.00  | \$1,800.00   | \$5,400.00  |
| 17                             | EWF&FF/CFH 14/12" Comp. Play Area Mulch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1        | LS   | \$5,477.00   | \$5,477.00    | \$3,800.00   | \$3,800.00  | \$6,200.00   | \$6,200.00  |
| 18                             | Bonded Rubber Mulch for Exercise Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1        | LS   | \$22,219.00  | \$22,219.00   | \$17,990.00  | \$17,990.00 | \$23,000.00  | \$23,000.00 |
| 19                             | Site Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1        | LS   | \$22,991.00  | \$22,991.00   | \$17,600.00  | \$17,600.00 | \$25,000.00  | \$25,000.00 |
| 20                             | Concrete Sidewalk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 277      | SY   | \$65.38      | \$18,110.26 * | \$106.00     | \$29,362.00 | \$50.00      | \$13,850.00 |

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
AT HAPEVILLE CITY HALL  
2:00 P.M., LOCAL TIME, APRIL 27, 2021

**BID TABULATION**  
**CITY OF HAPEVILLE CDBG PARK IMPROVEMENTS**  
**CITY OF HAPEVILLE, GEORGIA**

| ITEM NO.                                     | ITEM DESCRIPTION                                  | QUANTITY | UNIT | BIDDER NO. 1                |                       | BIDDER NO. 2              |                     | BIDDER NO. 3              |                     |
|----------------------------------------------|---------------------------------------------------|----------|------|-----------------------------|-----------------------|---------------------------|---------------------|---------------------------|---------------------|
|                                              |                                                   |          |      | PRICE                       | AMOUNT                | PRICE                     | AMOUNT              | PRICE                     | AMOUNT              |
| 21                                           | 6 in. Conc. Access Drive                          | 190      | SY   | \$86.74                     | \$16,480.60           | \$93.00                   | \$17,670.00         | \$65.00                   | \$12,350.00         |
| 22                                           | Mobilization/Erosion Control/Construction Staking | 1        | LS   | \$6,409.00                  | \$6,409.00            | \$2,683.00                | \$2,683.00          | \$20,000.00               | \$20,000.00         |
| 23                                           | Demolition                                        | 1        | LS   | \$3,815.00                  | \$3,815.00            | \$1,000.00                | \$1,000.00          | \$18,000.00               | \$18,000.00         |
| 24                                           | Trash Receptacle                                  | 2        | EA   | \$915.50                    | \$1,831.00            | \$2,320.00                | \$4,640.00          | \$1,800.00                | \$3,600.00          |
| 25                                           | Pet Waste Receptacle                              | 2        | EA   | \$915.50                    | \$1,831.00            | \$300.00                  | \$600.00            | \$1,200.00                | \$2,400.00          |
| 26                                           | Bollards (Permanent)                              | 4        | EA   | \$333.75                    | \$1,335.00            | \$460.00                  | \$1,840.00          | \$1,400.00                | \$5,600.00          |
| 27                                           | Bollards (Removable)                              | 1        | EA   | \$333.75                    | \$333.75              | \$700.00                  | \$700.00            | \$1,500.00                | \$1,500.00          |
| 28                                           | Asphalt Trail                                     | 805      | SY   | \$12.08                     | \$9,724.40            | \$85.80                   | \$69,069.00         | \$50.00                   | \$40,250.00         |
| <b>TOTAL BID AMOUNT</b>                      |                                                   |          |      |                             | <b>\$351,026.26 *</b> |                           | <b>\$398,827.75</b> |                           | <b>\$433,207.30</b> |
| BID BOND<br>NOTE REFERENCE<br>LICENSE NUMBER |                                                   |          |      | 5%<br>(1) (2)<br>RBC0004654 |                       | 5%<br>(1) (2)<br>UC300091 |                     | 5%<br>(1) (2)<br>UC302014 |                     |

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
AT HAPEVILLE CITY HALL  
2:00 P.M., LOCAL TIME, APRIL 27, 2021

**BID TABULATION**  
**CITY OF HAPEVILLE CDBG PARK IMPROVEMENTS**  
**CITY OF HAPEVILLE, GEORGIA**

|                                                                                                                                                                              |                                                                                                                             |          |      | BIDDER NO. 4                                                                |              | BIDDER NO. 5                                                                                                |              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------|------|-----------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------|--------------|
|                                                                                                                                                                              |                                                                                                                             |          |      | AJB Construction Group, Inc.<br>97 Keys Ferry Street<br>McDonough, GA 30253 |              | Construction Engineering &<br>Management Co., LLC<br>3688 Clearview Drive, Suite 211<br>Doraville, GA 30043 |              |
| ITEM NO.                                                                                                                                                                     | ITEM DESCRIPTION                                                                                                            | QUANTITY | UNIT | UNIT PRICE                                                                  | AMOUNT       | UNIT PRICE                                                                                                  | AMOUNT       |
| LAKE DRIVE PLAYGROUND                                                                                                                                                        |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| 1                                                                                                                                                                            | Landscaping (Plants, Bed Prep, Mulch)                                                                                       | 1        | LS   | \$4,862.62                                                                  | \$4,862.62   | \$15,500.00                                                                                                 | \$15,500.00  |
| 2                                                                                                                                                                            | Sod                                                                                                                         | 2,556    | SF   | \$2.67                                                                      | \$6,824.52 * | \$2.50                                                                                                      | \$6,390.00   |
| 3                                                                                                                                                                            | Playground Equipment/Freight/Installation (circle or highlight selected model where "or-equal" options are presented below) | 1        | LS   | \$84,700.00                                                                 | \$84,700.00  | \$120,000.00                                                                                                | \$120,000.00 |
| Kompan Macro Spacenet, Red, Item No. COR314011-1101 or Playcraft Systems NeFX Regular Pyramid, Item no. A2-NE-101                                                            |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| Kompan Performer Arch, Red, Item No. COR822001-1106 or Playcraft Systems Crawl Thru Net Bridge, Item No. REVDB4CCA                                                           |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| Kompan Twin Ring Sky Carousel, Item No. PCM151-0901 or Playcraft Systems Mini Neutron Spinner with Launch Pad, Item No. REV73F6EA                                            |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| Kompan Ridge, Item No. ELE500003-3717 or Playcraft Systems Custom Structure, Item No. R503CE63A                                                                              |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| Kompan Bench, Red, Item No. LE423600-3418 or approved equal                                                                                                                  |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| Kompan Dbl Bay Swing 8' w/2 Belts, Basket o100, Rope Blk/Blk Grey, Item No. KSW92011-0910 or Playcraft Systems Disc Swing with Arch swing Add-A-Bay, Item No. PC2015, PC2123 |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| 4                                                                                                                                                                            | North East River Jack                                                                                                       | 12       | SY   | \$313.08                                                                    | \$3,756.96 * | \$100.00                                                                                                    | \$1,200.00   |
| 5                                                                                                                                                                            | Grading Complete                                                                                                            | 1        | LS   | \$7,629.05                                                                  | \$7,629.05   | \$75,000.00                                                                                                 | \$75,000.00  |
| 6                                                                                                                                                                            | Site Work                                                                                                                   | 1        | LS   | \$14,408.00                                                                 | \$14,408.00  | \$35,000.00                                                                                                 | \$35,000.00  |
| Existing Playground Demolition                                                                                                                                               |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| French Drain and Catch Basins                                                                                                                                                |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| ADA Ramps                                                                                                                                                                    |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| Excavation                                                                                                                                                                   |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| Ribbon Curb                                                                                                                                                                  |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| EWF&FF/CFH 14'/12" Comp. Play Area Mulch                                                                                                                                     |                                                                                                                             |          |      |                                                                             |              |                                                                                                             |              |
| 7                                                                                                                                                                            | Concrete Sidewalk                                                                                                           | 24       | SY   | \$132.81                                                                    | \$3,187.44 * | \$36.00                                                                                                     | \$864.00     |
| 8                                                                                                                                                                            | Mobilization/Erosion Control/Construction Staking                                                                           | 1        | LS   | \$14,839.37                                                                 | \$14,839.37  | \$4,500.00                                                                                                  | \$4,500.00   |
| 9                                                                                                                                                                            | Trash Receptacle                                                                                                            | 2        | EA   | \$1,797.58                                                                  | \$3,595.16   | \$1,900.00                                                                                                  | \$3,800.00   |
| 10                                                                                                                                                                           | Pet Waste Receptacle                                                                                                        | 2        | EA   | \$408.52                                                                    | \$817.04     | \$250.00                                                                                                    | \$500.00     |
| 11                                                                                                                                                                           | Chain Link Fence                                                                                                            | 1        | LS   | \$6,393.60                                                                  | \$6,393.60   | \$25,000.00                                                                                                 | \$25,000.00  |
| 12                                                                                                                                                                           | 6" Sch. 40 PVC Drainpipe                                                                                                    | 14       | LF   | \$46.42                                                                     | \$649.88 *   | \$20.00                                                                                                     | \$280.00     |

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
AT HAPEVILLE CITY HALL  
2:00 P.M., LOCAL TIME, APRIL 27, 2021

**BID TABULATION  
CITY OF HAPEVILLE CDBG PARK IMPROVEMENTS  
CITY OF HAPEVILLE, GEORGIA**

| ITEM NO.                       | ITEM DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | QUANTITY | UNIT | BIDDER NO. 4                                                                |               | BIDDER NO. 5                                                                                             |             |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|-----------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------|-------------|
|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |      | AUB Construction Group, Inc.<br>97 Keys Ferry Street<br>McDonough, GA 30253 | AMOUNT        | Construction Engineering & Management Co., LLC<br>3688 Clearview Drive, Suite 211<br>Doraville, GA 30043 | AMOUNT      |
| 13                             | Bench - Victor Stanley, Inc. RB-28 Steelsites RB Series or Ultra-Site Jackson Series Model #96-S6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 3        | EA   | \$963.00                                                                    | \$2,889.00    | \$4,000.00                                                                                               | \$12,000.00 |
| <b>COFIELD PARK PLAYGROUND</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |      |                                                                             |               |                                                                                                          |             |
| 14                             | Sod                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10,609   | SF   | \$2.67                                                                      | \$28,326.03 * | \$2.50                                                                                                   | \$26,522.50 |
| 15                             | Playground/Fitness Equipment/Freight/Installation (circle or highlight selected model where "or-equal" options are presented below)<br>Kompan Push-Up & Leg Lift Station, Grey, Item No. KPX126-3617 or Greenfields Outdoor Fitness Captain's Chair, Item No. SHP2009-5-04<br>Kompan Double Chest Press, Grey, Item No. KPX131-3617 or Greenfields Outdoor Fitness 2-Person Combo Lat Pull & Vertical Press, Item No. SGR2005-1-48C<br>Kompan Dual Flex, Grey, Item No. KPX220-3617 or Greenfields Outdoor Fitness 2-Person Accessible Big Wheel Stretch Item No. UBX-286<br>Kompan Sit-Up Bench, Grey, Item No. KPX121-3617 or Greenfields Outdoor Fitness Sit-Up Bench, Item No. UBX-223<br>Kompan Free Runner, Grey, Item No. KPX120-3617 or Greenfields Outdoor Fitness Single Air Walker, Item No. SHP2009-5-06<br>Kompan Tipi Carousel w/ Top Brace, Dark Blue, Item No. ELE400065-3717GR or Playcraft Systems Spin Max Tower, Item no. PC 2477<br>Kompan Fairy Tale Seesaw, Item No. M17601-01P or Playcraft Systems Tyke Seesaw, Item No. PC 1921<br>Bench - Victor Stanley, Inc. RB-28 Steelsites RB Series (or Ultra-Site Jackson Series Model #96-S6)<br>EWF&FF/CFH 14/12" Comp. Play Area Mulch<br>Bonded Rubber Mulch for Exercise Equipment<br>Site Work<br>Ribbon Curb<br>Excavation<br>French Drain w/ Catch Basins<br>ADA Ramps<br>Concrete Sidewalk Connection to Loop | 1        | LS   | \$102,850.00                                                                | \$102,850.00  | \$50,000.00                                                                                              | \$50,000.00 |
| 16                             | Bench - Victor Stanley, Inc. RB-28 Steelsites RB Series (or Ultra-Site Jackson Series Model #96-S6)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3        | EA   | \$963.00                                                                    | \$2,889.00    | \$4,000.00                                                                                               | \$12,000.00 |
| 17                             | EWF&FF/CFH 14/12" Comp. Play Area Mulch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1        | LS   | \$24,948.00                                                                 | \$24,948.00   | \$7,900.00                                                                                               | \$7,900.00  |
| 18                             | Bonded Rubber Mulch for Exercise Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1        | LS   | \$12,600.00                                                                 | \$12,600.00   | \$30,000.00                                                                                              | \$30,000.00 |
| 19                             | Site Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1        | LS   | \$31,820.88                                                                 | \$31,820.88   | \$45,000.00                                                                                              | \$45,000.00 |
| 20                             | Concrete Sidewalk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 277      | SY   | \$89.35                                                                     | \$24,749.95 * | \$36.00                                                                                                  | \$9,972.00  |

RECEIVED BY: CITY OF Hapeville, Georgia  
 AT Hapeville City Hall  
 2:00 P.M., Local Time, April 27, 2021

**BID TABULATION**  
**CITY OF Hapeville CDBG Park Improvements**  
**CITY OF Hapeville, Georgia**

|                         |                                                   |          |      | <b>BIDDER NO. 4</b>                          |                       | <b>BIDDER NO. 5</b>                                       |                     |
|-------------------------|---------------------------------------------------|----------|------|----------------------------------------------|-----------------------|-----------------------------------------------------------|---------------------|
|                         |                                                   |          |      | <b>AJB Construction Group, Inc.</b>          |                       | <b>Construction Engineering &amp; Management Co., LLC</b> |                     |
|                         |                                                   |          |      | 97 Keys Ferry Street<br>McDonough, GA 30253  |                       | 3688 Clearview Drive, Suite 211<br>Doraville, GA 30043    |                     |
| ITEM NO.                | ITEM DESCRIPTION                                  | QUANTITY | UNIT | PRICE                                        | AMOUNT                | PRICE                                                     | AMOUNT              |
| 21                      | 6 in. Conc. Access Drive                          | 190      | SY   | \$81.68                                      | \$15,519.20 *         | \$60.00                                                   | \$11,400.00         |
| 22                      | Mobilization/Erosion Control/Construction Staking | 1        | LS   | \$21,606.31                                  | \$21,606.31           | \$4,500.00                                                | \$4,500.00          |
| 23                      | Demolition                                        | 1        | LS   | \$5,000.00                                   | \$5,000.00            | \$7,500.00                                                | \$7,500.00          |
| 24                      | Trash Receptacle                                  | 2        | EA   | \$1,797.58                                   | \$3,595.16            | \$1,900.00                                                | \$3,800.00          |
| 25                      | Pet Waste Receptacle                              | 2        | EA   | \$408.52                                     | \$817.04              | \$250.00                                                  | \$500.00            |
| 26                      | Bollards (Permanent)                              | 4        | EA   | \$1,081.53                                   | \$4,326.12 *          | \$3,500.00                                                | \$14,000.00         |
| 27                      | Bollards (Removable)                              | 1        | EA   | \$1,500.00                                   | \$1,500.00            | \$4,500.00                                                | \$4,500.00          |
| 28                      | Asphalt Trail                                     | 805      | SY   | \$47.97                                      | \$38,615.85 *         | \$40.00                                                   | \$32,200.00         |
| <b>TOTAL BID AMOUNT</b> |                                                   |          |      |                                              | <b>\$473,716.18 *</b> |                                                           | <b>\$559,828.50</b> |
|                         |                                                   |          |      | 5%<br>(1) (2) (3)<br>GCCO006454              |                       | 5%<br>(1) (2)<br>12947                                    |                     |
|                         |                                                   |          |      | BID BOND<br>NOTE REFERENCE<br>LICENSE NUMBER |                       |                                                           |                     |

**NOTES:**

\* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/20).
- (2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.
- (3) BIDDER DID NOT USE EJCDC C-430 BID BOND FORM.

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

  
 \_\_\_\_\_  
 KECK & WOOD, INC.                      DATE 4/29/2021

8 Cities 1 Night 1 Party

# *SoFu Legends Ball*

## *007*

**DIAMONDS ARE FOREVER**

*Saturday, November 20, 2021*

*Hilton Atlanta Airport*

1031 Virginia Ave., Hapeville GA 30354

*8:00 pm - 11:00 pm*

Mayors VIP Reception 7:00 pm

*Black Tie Optional*

Partial Proceeds Benefit

*United Way of Greater Atlanta*

***April 14, 2021***

***Honorable Mayor Hallman,***

***Thank you for your outstanding service. We know it has been especially challenging during these trying times. We strongly feel getting past this pandemic warrants a celebration.***

***We are excited about the inaugural SoFu Legends Ball. The event will take place on Saturday, November 20, 2021 at the Airport Hilton Hotel, at 7:00 pm. We would love for you to become a sponsor and co-host the Mayors Reception.***

***The SoFu Legends Ball was created to bring the eight cities in South Fulton together to celebrate and honor people in our community that are doing extraordinary things. It will be a great opportunity to honor employees or outstanding citizens by giving them a ticket to attend this noteworthy event. This is a formal affair that will include the Mayors Reception, a delicious dinner, music, casino games and more.***

***This year the Ball will be raising funds for The United Way of Greater Atlanta. This is an organization that is working to bring together people and resources to tackle the complex issues and drive sustainable positive change to help the South Fulton community thrive.***

***The details for Sponsorship are outlined below. We will also accept corporate Sponsorships on behalf of the city from your city's collaborative partners, if that's an option for you. As we expect a favorable response, we kindly ask you to send a head shot, city logo and bio (250 words or less) to [tastesofu@gmail.com](mailto:tastesofu@gmail.com) by April 29, 2021 to confirm your participation. This will ensure that you begin being included in our marketing materials. If you have any questions, feel free to contact me directly at 770-322-3597.***

***Best Regards,  
Shelia Mants – Event Producer***

# Mayor's Sponsorship

**Please check below your commitment**

☐ **Mayors Reception \$2500**

- Opportunity to co-host the Mayors Reception
  - Red carpet interview
  - Ten commemorative tickets
  - Casino games and prizes
  - Hand-passed appetizers
- One reserved table at The SoFu Legends Ball
  - Priority seating for ten
  - 3-course dinner
  - Acknowledgement during program
  - Write-up in program booklet
  - Event souvenir video and photos
  - Ten VIP swag bags
- Media coverage
  - City logo on select print and social media
  - City acknowledgement on social media before, during and post event
  - City recognition on Taste of SoFu website

☐ **Reserved Table - \$1500**

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

☐ Please invoice us for the amount due \$ \_\_\_\_\_

☐ Check Enclosed (checks payable to Manwi Enterprise)

☐ Credit Card Credit Card # \_\_\_\_\_ Exp \_\_\_\_\_ CVC # \_\_\_\_\_

Signature \_\_\_\_\_

Please email this completed form to [tastesofu@gmail.com](mailto:tastesofu@gmail.com) or return by mail with your credit card information or check to Manwi Enterprise, 2626 Defoors Ferry Rd NW, Atlanta, GA, 30318