



MAYOR AND COUNCIL WORK SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354

Or, visit the City's Website for live stream at

<https://hapevillega.civicclerk.com/Web/Player.aspx?id=402&key=-1&mod=-1&mk=-1&nov=0>

Tuesday, October 19, 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. PRESENTATION:

4.I. Art Trail Overview

Background:

ATL Airport District has been working with the City on a project in support of the Hapeville tagline – A Home for the Arts – the City of Hapeville would like to create an art trail to feature the city's numerous public art features and highlight its inclusivity and vibrancy – and sequentially allowing for the city to continue investing in public art. This prospective art trail will be designed to attract visitors to the area and promote the city, community, and businesses of Hapeville. Cookie Smoak and Andria Towne will provide a presentation on the proposed project.

Supporting Document(s):

1. Art Trail City Council Presentation
2. Hapeville Art Trail Project Overview

5. QUESTIONS ON AGENDA ITEMS:

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

6. CONSENT AGENDA:

6.I. Consideration and Action of October 5, 2021, Mayor and Council Meeting Drafted Minutes.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

TRAVIS HORSLEY
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

1. Drafted Minutes 10/05/2021

6.II. Consideration and Action for a Resolution supporting application to CDBG Program for splash pad funding.

Background:

This Resolution is required to make an application for additional CDBG funding for the splash pad.

Supporting Document(s):

1. CDBG Application - RESOLUTION

7. **OLD BUSINESS:** None

8. **NEW BUSINESS:**

8.I. Discussion on Día de Muertos Celebration.

Background:

Hapeville will be hosting its 3rd Día de Muertos Celebration this year. Día de Muertos, which is a Mexican holiday, is observed annually between October 31st and November 2nd. As the 2nd falls on a Tuesday in 2021, this year's celebration will take place on Saturday, October 30th, and Sunday, October 31st. The celebration will include the following activities in locations across downtown, including:

- A Latinx film screening at the Academy Theatre on October 16th, 30th, and 31st.
- A workshop led by visiting Mexican American artist Marco Sanchez at the Recreation Center on October 16th.
- A parade, live music, art, and vendors at the Depot Museum and in the Arts Alley on October 30th.
- Live music, art, outdoor movie screening, and vendors at the Depot Museum and in Jess Lucas Park on October 31st.

This year's parade route will follow the same route as in 2019. This year's event is made possible by funding from Fulton County Arts and Culture in the amount of \$8000 and a 1:1 match from the City of Hapeville.

Supporting Document(s):

1. Parade

8.II. Consideration and Action on Agreement with Edgar Litumasoto to Provide A Temporary Mural for Dia de Muertos Celebration at Jess Lucas Park.

Background:

Hapeville is preparing for the third annual Dia de Muertos (Day of the Dead) event, which will be held on October 30th – 31st. This event includes workshops, Latinx Film screenings, vendors, live music, and local artists. Mr. Litumasoto will be contracted to create a temporary mural panel to be showcased at Jess Lucas Park at 680 S Central Avenue, Hapeville, GA 30354, in accordance with the specifications and designs specified in the Scope of SeNices attached hereto as Exhibit A and incorporated herein.

Supporting Document(s):

1. 2021 Hapeville Temporary Mural Agreement - Artists_EdgarLitumasoto

8.III. Consideration and Action on Agreement with Andres Lugo Gomez to Provide A Latinx Films for Dia de Muertos Celebration at Jess Lucas Park.

Background:

Hapeville is preparing for the third annual Dia de Muertos (Day of the Dead) event, which will be held on October 30th – 31st. This event includes workshops, Latinx Film screenings,

vendors, live music, and local artists. This agreement is for the City to enter into an understanding with Mr. Gomez, who will present and display independent films for Day of the Dead.

Supporting Document(s):

1. Media Artist Agreement - Andres Filmmaker DOTD 2021.

- 8.IV. Consideration and Action on Agreement with Alea Hurst to Provide A Temporary Mural for Dia de Muertos Celebration at Jess Lucas Park.

Background:

Hapeville is preparing for the third annual Dia de Muertos (Day of the Dead) event, which will be held on October 30th – 31st. This event includes workshops, Latinx Film screenings, vendors, live music, and local artists. Ms. Hurst will be contracted to create a temporary mural panel to be showcased at Jess Lucas Park at 680 S Central Avenue, Hapeville, GA 30354. The mural will be in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

Supporting Document(s):

1. 2021 Hapeville Temporary Mural Agreement - Artists_Alea Hurst.

- 8.V. Discussion regarding enabling the Facilities Authority with local appointments to the authority, discussion of potential uses for the authority.

Background:

In the previous legislative session, our legislative delegation worked to provide the passage of the Facilities Authority. As the downtown continues to grow, and needed additional parking and parking management services might arise, a Facilities Authority was thought to be one means by which to have a separate governmental entity that could pursue such contracts with the backing of the full faith-and-credit of the city. This discussion is to propose potential use cases of a Facilities Authority and review the possibility of soliciting members from the community-at-large to serve as board members. Councilman Travis Horsley will introduce the discussion.

- 8.VI. Modify the Intergovernmental Agreement for the Use and Lease of Facilities with FCBOE to include the L-shaped basketball court, and allow for improvements to said facility with city funds and grants.

Background:

Many neighborhood kids and young adults participate in recreational activities on the L-shaped basketball court along the southern edge of the Hapeville Elementary School gym. This blended-use space is likely intended for school-use only, but the community has adopted and adapted it for use outside of school hours. Recognizing the benefit of recreation, and seeing the possibilities of potential use cases, the city could likely use CDBG, TPD, or Kaboom grants in the future to adapt the space for more intentional uses in basketball and mini-soccer. Kompan Playgrounds made some renderings in 2019 to show the potential for the site (attached). This is a discussion for a request is that staff reach out to the COO of the Fulton County School District to engage in a discussion to modify the existing Intergovernmental Agreement to include the above-referenced footprint.

Supporting Document(s):

1. IGA
2. Pic 1
3. Pic 2
4. Pic 3
5. Pic 4
6. Pic 5
7. Pic 6

8.VII. Consideration and Action for the Hapeville Coalition Letter of Support Request in regards to the Build Back Better Regional Challenge.

Background:

The Aerotropolis Atlanta Alliance is applying for a grant under the American Rescue Plan to help foster development within the Atlanta Aerotropolis region. The Build Back Better Regional Challenge is designed to assist communities nationwide in their efforts to build back better by accelerating the economic recovery from the coronavirus pandemic and building local economies that will be resilient to future economic shocks. As part of the application process, the Alliance is seeking letters of support for the grant. Robert Herrig will share more of the grant, the projects intended, and answer questions.

9. CITY MANAGER REPORT:

10. PUBLIC COMMENTS:

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

11. MAYOR AND COUNCIL COMMENTS:

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

13. ADJOURN:

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



Hapeville
georgia

HAPEVILLE ART TRAIL

Project Overview

Presented
by:



PROJECT DESCRIPTION

The City of Hapeville and its leaders have long recognized, celebrated and invested in the power of art, and specifically, public art. Through deliberate, thoughtful measures, city leaders have leveraged the power of art to transform and elevate Hapeville into one of metro Atlanta's most vivacious, creative, and progressive communities.

In support of its tagline – A Home for the Arts – the City of Hapeville would like to create an art trail to feature the city's numerous public art features and highlight its inclusivity and vibrancy – and sequentially allowing for the city to continue investing in public art. This art trail will be designed to attract visitors to the area and promote the city, community, and businesses of Hapeville.

PROJECT GOALS

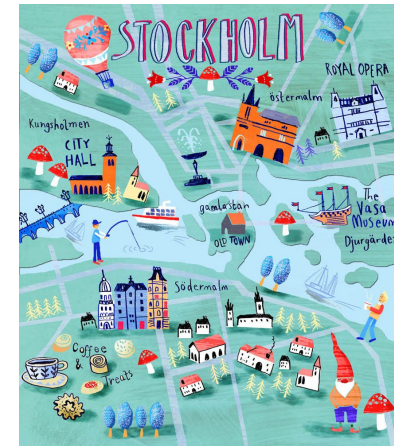
- DRIVE **AWARENESS AND TRAFFIC**
- **HIGHLIGHT AND REINFORCE**
HAPEVILLE'S ARTISTIC VISION
- ESTABLISH THE ART TRAIL AS A
COMMUNITY ASSET THAT STIMULATES
ENGAGEMENT AND STEWARDSHIP

PROJECT SCOPE

STEP 1

Map Creation & Illustration

- **FOUNDATION LAYER**
- **DETAILS** (Points of Interest, business inclusion, etc.)



PROJECT SCOPE

STEP 2

Art Trail Points of Interest

- **DESIGNATE TRAIL ARTWORK TO BE INCLUDED**
- **WORK WITH CITY ON SELECTIONS AND CRITERIA**



PROJECT SCOPE

STEP 3

Inclusion Criteria & Art Typologies

- **WHAT TYPE OF ART WILL BE INCLUDED?**
 - MURALS?
 - GARDENS?
 - SCULPTURES?
- **WHO WILL HAVE THE SAY ON ADDING/REMOVING INCLUSIONS?**
- **OUTDOOR PUBLIC ART ONLY?**
- Will **SUBJECT MATTER** FACTOR IN?



PROJECT SCOPE

STEP 4

Brand Development

- **NAMING**
- **LOGO / MARK DEVELOPMENT**
- **BRAND MESSAGING**



PROJECT SCOPE

STEP 5

Interactive Business Element

- POSSIBLE **SCALED ART PROGRAM**
- **CONCEPT DEVELOPMENT**
- **BUSINESS MARKETING OPPORTUNITY**
- **BUSINESSES RESPONSIBLE FOR ARTWORK AND INSTALLATION**



PROJECT SCOPE

STEP 6

Website / Interactive Experience

- **INTERACTIVE WEBSITE**
- **MOBILE FRIENDLY**
- **OPPORTUNITY FOR PROMOTIONS**



PROJECT SCOPE

STEP 7

Public Signage Program

- **SIGNS** TO MARK TRAIL
- PROVIDES **PROJECT AWARENESS**
- WILL ALLOW FOR **EXPANSION** AND **REPLACEMENT**
- **CITY** TO HELP WITH **PLACEMENT** AND **INSTALLATION**



PROJECT SCOPE

STEP 8

Trail Launch Event

- DEVELOP **EVENT CONCEPT** FOR TRAIL LAUNCH
- EVENT **IMPLEMENTATION**



PROJECT SCOPE

STEP 9

Trail Maintenance

- WORK WITH CITY TO **DEVELOP MAINTENANCE PLAN**
- OUTLINING **ELEMENTS AND RESPONSIBILITIES**
- WORK WITH CITY TO **INSTITUTIONALIZE MAINTENANCE**



ATL AIRPORT DISTRICT PROJECT OVERVIEW

PROJECT NAME		PREPARED BY	DATE
CITY OF HAPEVILLE ART TRAIL	 Hapeville georgia	ATL Airport District CVB	7.14.21

PROJECT DESCRIPTION

The City of Hapeville and its leaders have long recognized, celebrated and invested in the power of art, and specifically, public art. Through deliberate, thoughtful measures, city leaders have leveraged the power of art to transform and elevate Hapeville into one of metro Atlanta's most vivacious, creative, and progressive communities.

In support of its tagline – A Home for the Arts – the City of Hapeville would like to create an art trail to feature the city's numerous public art features and highlight its inclusivity and vibrancy – and sequentially allowing for the city to continue investing in public art. This art trail will be designed to attract visitors to the area and promote the city, community, and businesses of Hapeville.

PROJECT GOALS

Drive visitor awareness and traffic to Hapeville's main street district and its various public art displays and businesses. The project should also highlight and reinforce the city's artistic vision and establish the art trail as a community asset that stimulates public engagement and stewardship.

PROJECT SCOPE

- Map creation and illustration** – AAD will work with the city to develop the initial city map that will become the centerpiece of the Hapeville art trail experience. While the map itself should stand alone as a piece of art, it should be both editable and interactive. As such, its creation must be a combination of traditional art and graphic design. We recommend creating the map in multiple layers:
 - *A foundation layer in a physical or traditional medium, showing only the land, streets and parks—permanent elements that are seldom expected to change.*
 - *Details (art points of interest (POIs), business inclusion, street names and labels, etc.) added digitally.* These can potentially also be created by an artist or artists but will be added to the map by the graphic design team.
 - *One possibility is to use simple icons over the interactive map (e.g. dots, stars) that will pop open descriptions of each POI, which can then include an artist's rendering of each. For the printed piece, these renditions can be listed alongside the map as part of a key.*
 - *Another approach would be to overlay actual art representing each POI onto the map itself (interactive and printable). However, depending on quantity, style, consistency, and complexity, this creates additional challenges and may ultimately result in a less usable interactive piece and/or a less attractive printable piece. The bottom line is that it requires more planning and control at the outset*

as well as whenever POIs are added. (One example of this format in action: <http://artsmap.epizy.com/artsmap/>)

- An alternative to creating the map in layers might be to allow an artist to render the entire map, POIs included; this would require that we budget/plan to have the entire map recreated (by the same artist or another) each year as POIs are likely to be added/removed regularly.
2. **Identification of art trail points of interest** – AAD will work with the City of Hapeville to identify the art trail points of interest (POIs). We will need to decide which art will be included and what parties will be included in curating the POIs for the initial offering.
 3. **Develop art trail inclusion criteria and art typologies** – We will work with the city to identify inclusion criteria and art typologies, e.g., murals, sculptures, gardens, interactive art, etc. It is critical that we are as thorough as possible about selection criteria on the front end to reduce friction as the project ages. Key considerations include:
 - Who will have the final say on adding/removing inclusions to the trail and map?
 - How exactly will those determinations be made, and what will/should they be based on?
 - Will there be an annual or ongoing call to artists? If so, specific guidelines will need to be written for submissions, but these can be amended/updated every year.
 - Outdoor public art only? Or may artists partner with businesses that will display indoor pieces or exhibits? If the latter, will the art trail committee act as liaison to pair artists with businesses, or is this a relationship that each artist will need to develop independently?
 - Will subject matter be a determining factor? Will there be central recommended or favored themes? (e.g., community, diversity, history, etc. as determined by city, interested parties)
 - All of these determinations should probably be made, or at least approved, in cooperation with the business district, city council and the ATL Airport District).
 4. **Branding of the trail** – We will create a formal brand for the project. Branding will be a multi-factor process to include naming, logo/mark development, brand messaging and implementation.
 5. **Interactive business element** – We will work with the city to develop an opportunity for businesses to participate in the art trail experience via a scaled art experience/installation (think [cow parade](#), but much smaller and more accessible for small-scale businesses). This element is open-ended, but we believe it would be a great way to engage the business community and feel cohesive with the artistic piece. There are two key phases to this element:
 - *Concept development*: Defining a set of standards by which businesses may participate, whether that's an element that they would display inside or outside their storefront, or a promotional item/handout that would be distributed upon request.
 - *Production*: Additional time to produce the element will depend on the outcome of the above exercise. Production time will also be affected by how many businesses ultimately end up participating, as this may necessitate individual custom elements to be created.
 6. **Website / digital experience** - Design and development of an interactive website, which will perform as the main driver and repository for the program. The website will be the easiest way to keep the project current and fluid by adding new installations, easter eggs/hidden elements, promotions, news, etc.

7. **Public signage program** – A public signage program will be created to physically mark the trail and provide awareness of the project. The program developed will include a signage protocol that is easily expanded and added to as the project grows and changes over time.
8. **Art trail launch event** – We will work with the city to develop a public launch event of the project.
9. **Art trail maintenance plan** – We will work with the city to develop a maintenance plan for the trail. This will include outlining elements and responsibilities from both a financial and execution standpoint. To ensure continuity, it's recommended that art maintenance be institutionalized by the city if this is not already being done.

PROPOSED TIMELINE

Following is the first estimate of a timeline for completion of the individual project tasks. Note - there are several factors that will impact these timelines, including approval process requirements, number of parties involved, etc. Some of these items are dependent on completion of other projects tasks, but there are also items that can/will be worked simultaneously. Overall, there is approximately 6-8 months of actual work time required to bring this project to fruition, but at this early stage, there are too many variables to give an accurate launch date. With that said, our team is poised to begin work on this project immediately and we look forward to working with the city to its successful completion.

1. Map creation and illustration (6-8 weeks) – this depends on how many parties are involved and how detailed the selection process will be. Key considerations include artist selection process and artwork completion timing from the artist, among other things.
2. Identification of art trail POIs (3-4 weeks) – this depends on how many parties involved and how detailed the process will be
3. Development of art trail inclusion criteria and art typologies - (3-4 weeks) – this depends on how many parties involved and how detailed the process will be
4. Branding of the trail:
 - Naming (2-3 weeks)
 - Logo development (2-3 weeks)
 - Brand messaging (3-4 weeks)
 - Implementation (3-4 weeks)
5. Interactive business element
 - Concept development (3-4 weeks)
 - Production/Implementation (TBD)
6. Website / digital experience (9-12 weeks)
7. Public signage program
 - Design development (4-6 weeks)
 - Production (4-8 weeks) – this depends on complexity
 - Installation (4-5 weeks)

8. Art trail launch event

- Concept design and development (2-3 weeks)
- Initial planning (2-3 weeks)
- Implementation (TBD)

9. Art trail maintenance plan (TBD)

PROJECT OVERVIEW PREPARED BY

DATE

APPROVED BY

DATE

ATL Airport District Convention
& Visitors Bureau

7.14.21



MAYOR AND COUNCIL REGULAR SESSION

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

TRAVIS HORSLEY
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

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October 5, 2021 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:02 PM.
2. **ROLL CALL:** All Members of Council were present which constituted a quorum.
 - ✓ Alan Hallman
 - ✓ Mike Rast
 - ✓ Travis Horsley
 - ✓ Mark Adams
 - ✓ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the October 5th Meeting.
4. **PLEDGE OF ALLEGIANCE:** The pledge of allegiance was recited in unison.
5. **INVOCATION:** given by Alderman Rast.
6. **PRESENTATIONS:** None
7. **PUBLIC HEARING:**
 - 7.I. Consideration and Action on 2020-2021 Budget Amendment – Second Reading

MOTION: Councilman Alexander made a motion to approve the 2020-2021 Budget Amendment, Alderman Rast provided a seconded. **Motion carried 4-0.**
8. **QUESTIONS ON AGENDA ITEMS:** None
9. **CONSENT AGENDA:**
 - 9.I. Consideration and Action of September 21, 2021, Mayor and Council Meeting Drafted Minutes.
 - 9.II. Consideration and Action of Executive Session Minutes for September 21, 2021.

MOTION: Alderman Rast made a motion to approve the consent agenda, Councilman Adams provided a seconded. **Motion carried 3-0.** Councilman Horsley recused himself from the motion due to his absent from the previous meeting.
10. **OLD BUSINESS:** None
11. **NEW BUSINESS:**
 - 11.I. Consideration of a COVID 19 Policy.

MOTION: Council Adams made a motion to approve the COVID 19 Policy with implementation of back dating the policy to when the vaccination became available. Councilman Alexander provided a seconded. **Motion carried 4-0.**

11.II. Consideration and Action for Financial Services Professional Services.

MOTION: Alderman Rast made a motion to approve the Financial Services Professional Services. Councilman Horsley provided a seconded. **Motion carried 4-0.**

12. CITY MANAGER REPORT:

13. PUBLIC COMMENTS:

1. Ardina Pierre

14. MAYOR AND COUNCIL COMMENTS:

15. EXECUTIVE SESSION: An Executive Session was not conducted at this meeting.

16. ADJOURN:

MOTION: Councilman Adams made a motion to adjourn at 6:34PM, Alderman Rast provided a seconded. **Motion carried 4-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

RESOLUTION 2021-09

**A RESOLUTION SUPPORTING AN APPLICATION TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR
FUNDING OF A SPLASH PAD INSTALLATION PROJECT**

WHEREAS, the City of Hapeville desires to make application for CDBG program funds for the installation of a splash pad at the Tom E Morris Sports Complex; and

WHEREAS, the City of Hapeville will submit this Resolution to Fulton County as a requirement in the application process; and

WHEREAS, the Community Services Director is authorized to submit this application to Fulton County by the application deadline; and

WHEREAS, as an applicant of the State CDBG program, the City of Hapeville commits to comply with all federal statutes and regulations; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Hapeville fully endorse and support this application for submission to Fulton County.

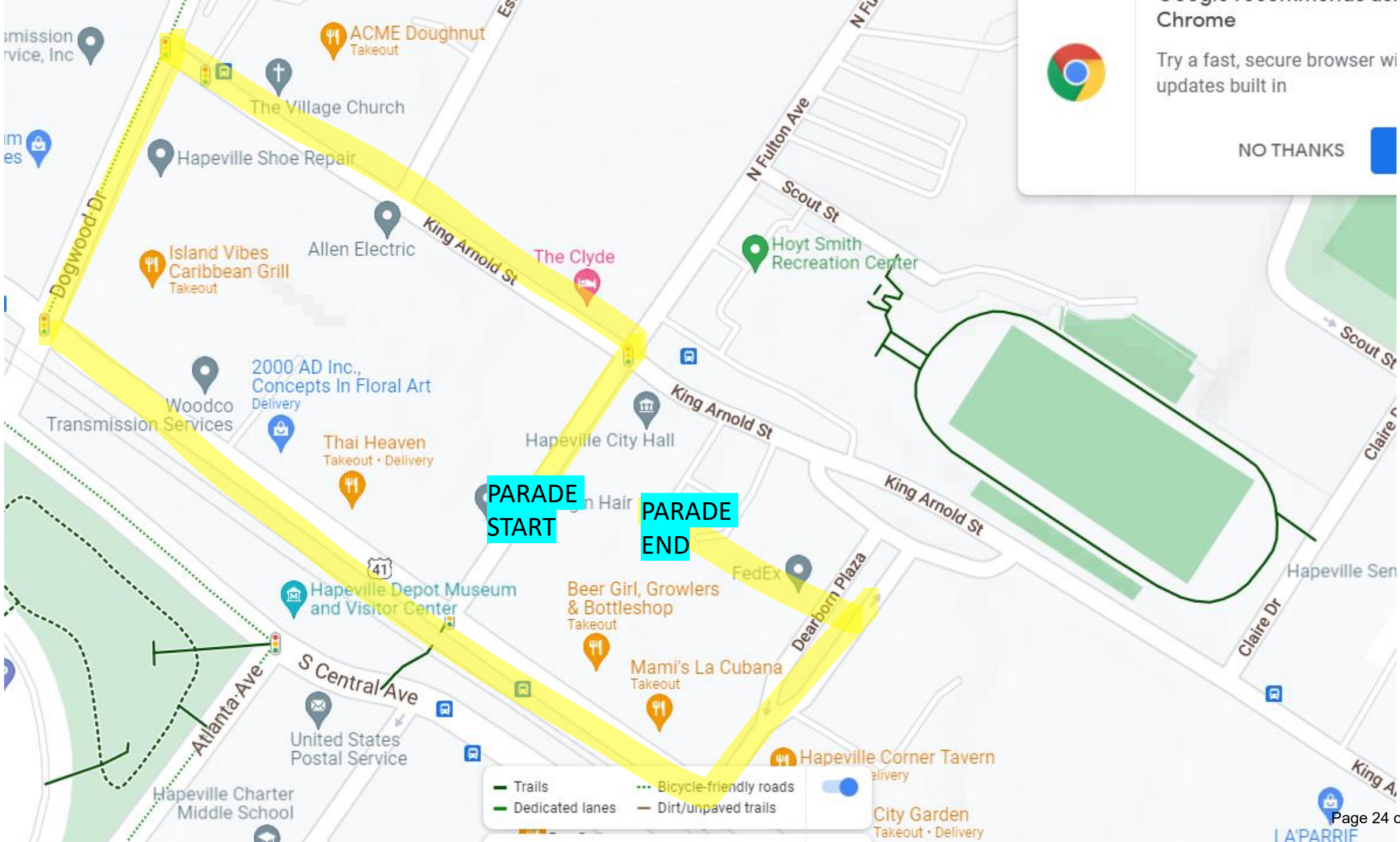
RESOLVED THIS _____ DAY OF _____, 2021

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST

Sharee Steed, City Clerk



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NO THANKS

**AGREEMENT BETWEEN Edgar Litumasoto (Artist's Name)
AND THE CITY OF HAPEVILLE, GEORGIA
FOR TEMPORARY FAÇADE IMPROVEMENTS**

This Agreement is made this 5th day of October 2021, by and between the **City of Hapeville, Georgia** and Edgar Litumasoto ("**Contractor**") for Contractor to perform the following Façade Improvements:

Contractor will create a temporary mural panel to be showcased at Jess Lucas Park at 680 S Central Avenue, Hapeville, GA 30354, in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception of any items noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Temporary Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$600 for the work described in Exhibit A.

Contractor will provide all labor and materials required for completion of this project

Contractor shall commence and complete the work to be performed in compliance with the schedule required by Exhibit A and any amendments or deliverables extensions approved by the City of Hapeville.

Contractor is acting in the capacity of an independent contractor with respect to the work performed under this Agreement. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City of Hapeville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City of Hapeville and Contractor. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement

1. Indemnification

Contractor agrees to defend, indemnify, and hold the City of Hapeville harmless against any and all liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) arising from Contractor's performance of its work performed under this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from all damages caused by Contractor's failure to comply with the terms set forth in this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from any claims by laborers, subcontractors, or materialmen in connection with the work performed under this Agreement.

2. Assignment of Contract

Contractor agrees not to assign this Agreement without the written consent of the City of Hapeville.

3. Performance of Work

Contractor agrees to undertake all work performed under this Agreement diligently and in a good and workmanlike manner.

Contractor agrees to comply with all laws, ordinances, rules, regulations, codes, and orders in performing its work under this Agreement.

Contractor shall promptly remedy, at its own expense, any defect due to its faulty material or workmanship and pay for any damages resulting therefrom.

Contractor shall promptly replace and put in good condition, at its own expense, any existing conditions damaged in performing its work under this Agreement.

Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience in performing its work under this Agreement.

Contractor shall conduct its activities in a businesslike manner and adhere to the reasonable wishes of the City of Hapeville in relation to its working schedule.

Contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

At the completion of the project, Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish, and similar material incidental to the project shall be removed by the Contractor.

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

The City of Hapeville shall have the right to inspect all work performed by Contractor under this Agreement prior to acceptance of the final product.

5. Entire Agreement

This Agreement, including all exhibits, appendixes, and other documents appended hereto constitutes the entire agreement between the City of Hapeville and Contractor.

Any subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both the City of Hapeville and Contractor.

Contractor further agrees that no changes in the schedule, design, or specifications of the work hereunder may be made without written authorization from the City of Hapeville.

6. Right to Stop Work

If Contractor fails to correct defective work, the City of Hapeville may order Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated.

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

This Agreement is to be governed by the laws of the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

THE CITY OF HAPEVILLE

CONTRACTOR

Alan Hallman, Mayor

Edgar Litumasoto

Edgar Litumasoto
Sign Name, Contractor

Edgar Litumasoto
Edgar Litumasoto
Print Name, Contractor

Attest:

Sharee Steed, City Clerk

Approved as to Form:

City Attorney

Exhibit A -
to be completed
by 10/30/2021



MEDIA ARTIST AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between City of Hapeville (the "City"), a Georgia municipal corporation whose address is 3468 North Fulton Avenue, Hapeville, GA 303254, and Jesus Andres Lugo Gomez (the "Media Artist" or their production company), whose address is 2265 Plaster Rd., NE, Apt 9, Atlanta GA 30345.

WHEREAS, the City is the programmer and organizer of the Day of the Dead/Dia de Muertos Event;

WHEREAS, the Media Artist desires to present and display their film in conjunction with Day of the Dead/Dia de Muertos Events which will be held on October 16th, October 30th and October 31st in accordance with the terms of this Agreement; and,

WHEREAS, the parties desire the Media Artist to perform their duties as an Independent Contractor and not as an Employee of the City.

NOW, THEREFORE, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. DUTIES OF MEDIA ARTIST. Media Artist shall perform the duties outlined on **Attachment A** of this document in such manner and through such methods as Artist deems necessary and proper, without any influence or control exerted by the City. Artist's performance shall be evaluated solely with respect to whether the result of Artist's performance is satisfactory to the City and is in compliance with federal, state, and local rules, regulations, law, and ordinances.

2. PLACE OF BUSINESS. Media Artist shall perform the duties as identified on **Attachment B** in connection with the display and performance of the Media Artist's film or works.

3. EXCLUSIVITY FOR A LIMITED PURPOSE AND TIME. Media Artist agrees that during the period of the Event and while the Media Artist's work is in the Day of the Dead/Dia de Muertos, they shall not accept any other engagements to present, display, exhibit, or perform Artist's film in any market where a venue listed on Attachment B is located without first obtaining the prior written consent of the City. While City does not own the rights to the film, City has permission to show film in a public setting.

4. INDEPENDENT CONTRACTOR. Media Artist shall always and for all purposes under this Agreement be an independent contractor performing services under contract with the City. Media Artist shall not identify themselves as an employee, representative, or agent of the City, or as being an integral part of the City's regular business operations.

5. RIGHTS UPON BREACH. The City shall have the right to terminate its obligations under this Agreement if in the good faith exercise of its business judgment, the City determines that the Media Artist has not produced a result which is satisfactory to the City or if the Media Artist fails to perform any of its obligations under this Agreement. Media Artist shall only have the right to terminate its obligations under this Agreement if City breaches its obligations under this Agreement or in **Attachment A**.

6. LICENSES AND PERMITS. Media Artist shall be responsible for procuring any necessary permits or licenses required for them to perform their duties under this Agreement. In addition, Media Artist represents and warrants that it possesses all necessary legal rights to screen, stream, present, display, duplicate, broadcast, or transmit the film, in Attachment A List, and any images or music contained therein, for Screening presentations, and educational and community engagement purposes in conjunction with the Day of the Dead/Dia de Muertos Event.

7. RELEASE AND INDEMNIFICATION. Media Artist releases City from any and all claims and causes of action whatsoever (including, without limitation, any infringement or violation of personal and/or property rights of any sort including, to the maximum extent permitted by law, defamation) arising from the use, production, promotion, distribution and exploitation, and presentation of the film. Media Artist agrees to defend, indemnify and hold the City harmless (including its directors, officers, and employees) from and against any and all claims, liabilities, losses, suits, damage costs and expenses (including but not limited to reasonable attorneys' fees and costs), and damages suffered, incurred, arising out of, or related to any claims that any part(s) or all of the film infringe upon any copyright or trademark (statutory or common law); constitute an invasion of the right of privacy or publicity; constitute a defamation; or constitute an infringement of any other right or any kind, of any third party.

8. TERM. This Agreement shall be valid and enforceable from October 16th – October 31st, 2021.

9. COMPENSATION. Media Artist shall receive the following: an artist honorarium for performance of their duties under this Agreement. Payment schedule listed in **Attachment A**.

10. NO AGENCY. This Agreement shall not create or perpetuate any agency or employer-employee relationship between the City and the Media Artist. Media Artist shall have no authority to bind the Company or to execute documents on behalf of the Company.

11. RESPONSIBILITY FOR TAXES. Media Artist shall be responsible for the payment of its own federal, state and local taxes and shall file all required tax returns related to the performance of its duties as an independent Contractor under this Agreement.

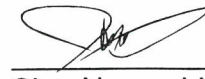
12. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart by hand or via electronic or digital signature. Each counterpart shall be deemed to be an original once it is executed and delivered and all the counterparts shall constitute one and the same instrument when taken together. This Agreement shall become binding when one or more counterparts taken together shall have been executed, delivered, and exchanged by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19 day of October, 2021.

THE CITY OF HAPEVILLE (LICENSEE)

Alan Hallman, Mayor

LICENSOR



Sign Name, Licensor

JESUS ANDRES LUGO GOMEZ

Print Name, Licensor

Attest:

Sharee Steed, City Clerk

Approved as to Form:

City Attorney

2021 DIA DE LOS MUERTOS CELEBRATION – MEDIA ARTIST AGREEMENT ATTACHMENT A

In respect to this project, **the City** shall provide the services as follows:

- Working with the Academy Theatre's equipment, the city will provide A/V equipment for public viewing.
- The City will provide promotional materials.

In respect to compensation, **Media Artist** will receive a one-time payment of \$2200 for services outlined in this agreement from **the City**.

**2021 DIA DE LOS MUERTOS CELEBRATION – MEDIA ARTIST AGREEMENT
ATTACHMENT A CONTINUED**

In respect to this project, the **Media Artist** shall perform the services and allow access to their work as follows:

Screening October 16, 2021 at 5PM

- Oswaldo Florez (MEXICAN FILMMAKER)
THE PORTAL (06:00)
- Andres Lugo (MEXICAN FILMMAKER)
E-14280952 (01:00)
- Maria Laura (VENEZUELAN FILMMAKER)
FUSILAO (10:01)
- Erika Oregel (MEXICAN FILMMAKER)
DOMINGO / SUNDAY (06:47)
- Paula Hopf (MEXICAN FILMMAKER)
VELVET (14:49)
- Edgar Nito (MEXICAN FILMMAKER)
Y VOLVERÉ (22:13)

TOTAL = 60.1

Screening October 16, 2021 at 8PM

- Oswaldo Florez (MEXICAN FILMMAKER)
JASMINE AND ROCHELLE (04:13)
- Francesca Francini Maestri (CHILEAN
FILMMAKER)
DANZANTES (03:56)
- Camilo Diaz (COLOMBIAN FILMMAKER)
BAD DREAM (05:04)
- Carlos Trujano (MEXICAN FILMMAKER)
HIERBA MALA (19:26)
- Andres Lugo (MEXICAN FILMMAKER)
DON'T FORGET ME (01:00)
- Franco Acosta (MEXICAN FILMMAKER)
I THOUGH YOU WERE NOT GOING TO
WAIT FOR ME (11:35)
- Edgar Nito (MEXICAN FILMMAKER)
JARAL DE BERRIOS (16:54)

TOTAL = 61.28

**2021 DIA DE LOS MUERTOS CELEBRATION – MEDIA ARTIST AGREEMENT
ATTACHMENT A CONTINUED**

Screening October 30, 2021 at 5PM

- Oswaldo Florez (MEXICAN
FILMMAKER)
THE PORTAL (06:00)

- Francesca Francini Maestri (CHILEAN
FILMMAKER)
DANZANTES (03:56)

- Andres Lugo (MEXICAN FILMMAKER)
E-14280952 (01:00)

- Maria Laura (VENEZUELAN
FILMMAKER)
FUSILAO (10:01)

- Erika Oregel (MEXICAN FILMMAKER)
DOMINGO / SUNDAY (06:47)

- Jano Burmester (PERUVIAN
FILMMAKER)
MARCELITA (08:02)

- Paula Hopf (MEXICAN FILMMAKER)
VELVET (14:49)

- Andres Lugo (MEXICAN FILMMAKER)
INDOCUMENTADA (02:43)

- Franco Acosta (MEXICAN FILMMAKER)
I THOUGH YOU WERE NOT GOING TO
WAIT FOR ME (11:35)

TOTAL = 63.33

Screening October 30, 2021 at 8PM

- Oswaldo Florez (MEXICAN
FILMMAKER)
JASMINE AND ROCHELLE (04:13)

- Carlos Trujano (MEXICAN
FILMMAKER) HIERBA MALA (19:26)

- Andres Lugo (MEXICAN FILMMAKER)
DON'T FORGET ME (01:00)

- Edgar Nito (MEXICAN FILMMAKER)
Y VOLVERÉ (22:13)

- Edgar Nito (MEXICAN FILMMAKER)
JARAL DE BERRIOS (16:54)

TOTAL = 63.06

**2021 DIA DE LOS MUERTOS CELEBRATION – MEDIA ARTIST AGREEMENT
ATTACHMENT A CONTINUED**

Screening October 31, 2021 at 5PM

- Oswaldo Florez (MEXICAN FILMMAKER)
THE ARTIST OF MIXQUIC (02:03)

- Andres Lugo (MEXICAN FILMMAKER)
OBAACHAN (14:58)

- Erika Oregel (MEXICAN FILMMAKER)
DOMINGO / SUNDAY (06:47)

- Camilo Diaz (COLOMBIAN FILMMAKER)
BAD DREAM (05:04)

- Ricardo Castro (MEXICAN FILMMAKER)
INCARNATION (13:54)

- Harry Montiel (MEXICAN FILMMAKER)
THE NEEDLE CROSS (19:31)

TOTAL = 61.37

Screening October 31, 2021 at 8PM

- Oswaldo Florez (MEXICAN FILMMAKER)
THE PORTAL (06:00)

- Francesca Francini Maestri (CHILEAN FILMMAKER)
EL VUELO DE LA MARIPOSA (09:26)

- Maria Laura (VENEZUELAN FILMMAKER)
ARRAIGO (07:13)

- Jesus Osvaldo Perez (MEXICAN FILMMAKER)
SHORTY (09:21)

- Laura Zacanini (MEXICAN FILMMAKER)
DEAR SANTA CLOS (16:50)

- Edgar Nito (MEXICAN FILMMAKER)
JARAL DE BERRIOS (16:54)

TOTAL = 65.04

**2021 DIA DE LOS MUERTOS CELEBRATION – MEDIA ARTIST AGREEMENT
ATTACHMENT A CONTINUED**

**Screening October 30, 2021 at 6PM
(TENTATIVE)**

- Oswaldo Florez (MEXICAN FILMMAKER)
JASMINE AND ROCHELLE (04:13)

- Edgar Nito (MEXICAN FILMMAKER)
EL COLGADO (03:15)

- Erika Oregel (MEXICAN FILMMAKER)
DOMINGO / SUNDAY (06:47)

- Andres Lugo (MEXICAN FILMMAKER)
DON'T FORGET ME (01:00)

- Paula Hopf (MEXICAN FILMMAKER)
VELVET (14:49)

- Franco Acosta (MEXICAN FILMMAKER)
I THOUGH YOU WERE NOT GOING TO WAIT FOR ME (11:35)

- Edgar Nito (MEXICAN FILMMAKER)
Y VOLVERÉ (22:13)

TOTAL = 63.12

**MEDIA ARTIST AGREEMENT
ATTACHMENT B**

The following list provides details for the locations and dates for activities.

Activities will take place October 16th and October 30th-31st, 2021 at the Academy Theatre, 599 North Central Avenue, Hapeville, GA 30354.

**AGREEMENT BETWEEN Alea Hurst (Artist's Name)
AND THE CITY OF HAPEVILLE, GEORGIA
FOR TEMPORARY FAÇADE IMPROVEMENTS**

This Agreement is made this 6th day of October 2021, by and between the **City of Hapeville, Georgia** and Alea Hurst ("**Contractor**") for Contractor to perform the following Façade Improvements:

Contractor will create a temporary mural panel to be showcased at Jess Lucas Park at 680 S Central Avenue, Hapeville, GA 30354, in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception of any items noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Temporary Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$600 for the work described in Exhibit A.

Contractor will provide all labor and materials required for completion of this project

Contractor shall commence and complete the work to be performed in compliance with the schedule required by Exhibit A and any amendments or deliverables extensions approved by the City of Hapeville.

Contractor is acting in the capacity of an independent contractor with respect to the work performed under this Agreement. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City of Hapeville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City of Hapeville and Contractor. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement

1. Indemnification

Contractor agrees to defend, indemnify, and hold the City of Hapeville harmless against any and all liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) arising from Contractor's performance of its work performed under this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from all damages caused by Contractor's failure to comply with the terms set forth in this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from any claims by laborers, subcontractors, or materialmen in connection with the work performed under this Agreement.

2. Assignment of Contract

Contractor agrees not to assign this Agreement without the written consent of the City of Hapeville.

3. Performance of Work

Contractor agrees to undertake all work performed under this Agreement diligently and in a good and workmanlike manner.

Contractor agrees to comply with all laws, ordinances, rules, regulations, codes, and orders in performing its work under this Agreement.

Contractor shall promptly remedy, at its own expense, any defect due to its faulty material or workmanship and pay for any damages resulting therefrom.

Contractor shall promptly replace and put in good condition, at its own expense, any existing conditions damaged in performing its work under this Agreement.

Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience in performing its work under this Agreement.

Contractor shall conduct its activities in a businesslike manner and adhere to the reasonable wishes of the City of Hapeville in relation to its working schedule.

Contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

At the completion of the project, Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish, and similar material incidental to the project shall be removed by the Contractor.

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

The City of Hapeville shall have the right to inspect all work performed by Contractor under this Agreement prior to acceptance of the final product.

5. Entire Agreement

This Agreement, including all exhibits, appendixes, and other documents appended hereto constitutes the entire agreement between the City of Hapeville and Contractor.

Any subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both the City of Hapeville and Contractor.

Contractor further agrees that no changes in the schedule, design, or specifications of the work hereunder may be made without written authorization from the City of Hapeville.

6. Right to Stop Work

If Contractor fails to correct defective work, the City of Hapeville may order Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated.

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

This Agreement is to be governed by the laws of the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

THE CITY OF HAPEVILLE

Alan Hallman, Mayor

CONTRACTOR

Alea Hurst
Sign Name, Contractor



Alea Hurst
Print Name, Contractor

Attest:

Sharee Steed, City Clerk

Approved as to Form:

City Attorney



HAPEVILLE E.S.

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND LEASE OF FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and effective this ___ day of ___, 2020, by and between the **FULTON COUNTY SCHOOL DISTRICT**, a political subdivision of the State of Georgia, acting by and through its authorized official signing below (hereinafter referred to as "**FCS**") and **the CITY OF HAPEVILLE, GEORGIA** a municipality organized under the laws of the State of Georgia, acting by and through its authorized official signing below (hereinafter referred to as "**City**").

WITNESSETH:

WHEREAS, the Fulton County School Board owns a certain land located at 3440 N. Fulton Ave., Hapeville, Fulton County, Georgia 30354 (the "School Property") on which FCS operates a school known as the Hapeville E.S. (the "School"); and

WHEREAS, City desires to upgrade, improve and repair the multi-purpose field and area around the multi-purpose field located on the School Property for the Program in exchange for certain public use rights; and

WHEREAS, the Fulton County School Board has authorized FCS to enter into this Agreement and pursuant to the Georgia Constitution, Article 9, § 3, ¶ 1, both the City and FCS are authorized to enter into an Intergovernmental Agreement for the joint use of facilities for recreation; and

NOW, THEREFORE, for and in consideration of the Premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, FCS and City mutually covenant and agree as follows:

- 1. Agreement for Use.** During the Term of this Agreement, FCS does hereby agree to allow City to enter and use that certain portion of the School Property designated by FCS, as depicted on **Exhibit "A"** attached hereto (the "**Field**" or the "**Premises**"); along with the non-exclusive use of the common areas necessary for or associated with the use of the Field (e.g., parking lot, sidewalks) for public park purposes and programs sponsored by the City on and subject to the terms and conditions contained herein.

City and FCS acknowledge that non-City sponsored groups may from time to time request use of the Premises from City during City's hours of use. City may allow non-City sponsored groups to use the Premises provided that: (a) the group qualifies in FCS's or its representative's sole discretion, to use the Premises under FCS's policies governing use of FCS's facilities; (b) FCS deems the proposed activity to be an appropriate use of the Premises; (c) the use does not interfere in any way with the conduct of school activities, including without limitation, after school athletics and other extracurricular activities; (d) the non-sponsored City groups agree to pay City's required facility use fees; City and the non-sponsored City groups comply with the terms of this Agreement; and the non-sponsored City group shall add City and FCS as an additional insured to the insurance policies required in this Agreement, and shall defend, indemnify and hold harmless

FCS, City, and their respective agents and employees from and against all costs, damages and/or claims for personal injury and/or property damages arising out of the non-City sponsored group's use of the Premises. When non-sponsored City groups request use of the Premises from City, City will promptly notify FCS of the request for FCS's review and approval and provide FCS with a copy of the insurance certificate evidencing the required insurance coverage by the non-sponsored City group.

Notwithstanding any other provision of this Agreement, if FCS and/or the principal of the School (the "Principal") shall from time to time desire to use the Premises or any part thereof during any period provided for City's use in Paragraph 2 hereof in connection with the conduct of any curricular or extracurricular activities of the School or of any Fulton County school at the School Property, then upon not less than thirty (30) days' written notice to City, City's rights of use shall be suspended during the period or periods specified in such notice to City.

Additionally, City acknowledges and agrees that FCS shall have first priority for the use of the Premises superseding any scheduled or non-scheduled activity or event of City under this Agreement if and as needed as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence.

2. **Term; Hours of Use.** The term of this Agreement shall be five (5) years, beginning on _____, 2020 and ending at 11:59 p.m. on the date that is 5 years thereafter (the "Term"), unless sooner terminated under the terms of this Agreement. During the Term of this Agreement, City shall be permitted use the Premises for public park purposes and programs sponsored by the City, but only on the following days and hours:

(a) On School Days: After 5:00 p.m. until dusk on School Days session.

(b) On all days other than School Days:

Saturdays: 9:00 a.m. – 5:00 p.m.

Sundays: 1:00 p.m. – 5:00 p.m.

June & August: 10:00 a.m. – 5:00 p.m.

No scheduled play in January or February

No scheduled play in July for repairs and maintenance

For these purposes "School Day" is defined as any day when school is in session on the School Property.

FCS expressly retains the right to use the Premises for School activities during all other hours. In the event that City's scheduled activities do not occupy all of the hours during which City is permitted the use of the Premises as aforesaid, FCS shall, after consultation with City, have the exclusive use of the Premises during the unoccupied hours. FCS shall in all events have the use of the remainder of the School Property.

3. **Consideration.** City shall, at City's sole expense: (a) make the improvements and repairs set out on **Exhibit "B"** attached hereto and incorporated herein by reference to the Field located on the School Property; (b) thereafter repair and to maintain the Field, and (c) provide the services set out in Section 5 hereinbelow. The improvements, services, repair and maintenance of the Field are the consideration for the City's use of the

Premises. As such, no additional monetary rent shall be payable by City for the use of the Premises. City covenants and agrees that it shall timely undertake the maintenance, provide the services and make the improvements and repairs as described in this Agreement within the time frames set forth herein.

4. **Utilities.** Throughout the Term of this Agreement, City shall reimburse FCS for all utility usage incurred during the City's hours of use of the Premises. Such payment shall be due and payable to FCS thirty (30) days from the date of FCS's written invoice(s) to City. FCS shall submit written utilities invoices to City for reimbursement at a minimum of four times a year based on utility meter readings. For water usage, City shall be responsible for providing such meter readings to FCS by taking a photograph of the water meter on July 1 of each year, December 1 of each year, and on the final day of the Term, and sending such photographs to FCS, within twenty-four hours of each such reading, via e-mail to utilities@fultonschools.org with a copy to landmanagement@fultonschools.org.

5. **Maintenance, Irrigation, Improvements and Services.**

- a. Improvements. City shall timely make the improvements and repairs outlined on **Exhibit "B"** attached hereto and incorporated herein by reference.
- b. Maintenance and Repair – Athletic Complex and Field. Throughout the Term, City shall maintain the Field in a good and safe condition at City's sole cost and expense. City park staff will visit and inspect the Premises on a daily basis for general maintenance needs. Maintenance shall also include all activities required per **Exhibit "C"** attached hereto and incorporated herein by this reference. Unless otherwise expressly stated herein, the required maintenance and repairs shall not include any areas of the School Property other than the Field.
- c. Maintenance and Repair – Irrigation Systems. City shall maintain and repair the irrigation systems for the Field at its sole cost and expense. City shall keep the irrigation system in good working order and in compliance with all local codes throughout the Term. The existing and any new irrigation system installed by City (if any) shall be and remain the property of FCS. Any water meter installed by City shall be and remain the property of FCS.
- d. Custodial Services. City shall provide regular, routine and consistent custodial services for the Premises on a daily basis to ensure the Premises are reasonably clean and nuisance free. City's custodial service shall include, without limitation the collection of litter and debris from the Premises, the placement of City trash receptacles and recycling bin on the Premises and the removal of the contents of City's trash receptacles and recycling bins. City has the obligation to furnish its own trash receptacles and recycling bins for use on the Premises.
- e. Security and Police. City shall provide regular, routine and consistent security patrol and police services for the Premises. The City police shall be the first responders for any and all incidents and calls pertaining or relating to the Fields.
- f. Good Condition and Repair. City shall keep the Premises in good condition and repair and shall use reasonable care to prevent damage to the Premises, throughout the Term.

- g. Plans and Specifications. City shall submit to FCS all plans and specifications for all improvements on the Premises for review and written approval by FCS prior to the commencement of any work on the Premises, giving FCS at least thirty (30) days for review and consent.
- 6. **Self-Reporting Requirement.** City shall, on each anniversary of the Effective Date during the Term, provide an annual report to FCS, in writing, summarizing the following for the twelve (12) months immediately preceding such anniversary:
 - a. Records of City's improvements, repairs and maintenance of the Premises.
 - b. Current Certificate(s) of Insurance evidencing compliance with the insurance requirements of this Agreement.
- 7. **Inspections; Condition of Property Upon Termination.**
 - a. FCS and its agents or employees may perform periodic inspections of the Improvements conditions and improvements made by City. FCS shall notify City of any problems determined (and origin thereof, if identifiable) and City shall make the appropriate repairs and/or corrections to the Improvements within thirty (30) days of FCS's notice.
 - b. At the expiration or earlier termination of this Agreement, City shall leave the Premises in as good condition and repair as existed at the beginning of the Term, reasonable wear and tear excepted.
- 8. **Use Restrictions; Covenants.** City's use of the Premises shall be subject to the following restrictions and covenants:
 - a. City acknowledges FCS is providing the Premises to City for use "AS-IS" without any representation or warranty whatsoever on the condition of the Premises. City will not permit use of the Premises by the public or City's invitees unless and until City has inspected the Premises and has determined the Premises are safe for the use proposed.
 - b. All grounds and facility alterations must be submitted to and approved in advance, in writing by FCS's Facilities Services Department. City may not install, demolish or remove any structures or improvements on the Premises without the prior written consent of FCS.
 - c. City shall provide the public with clear notice of the limited use hours for the public use of the Premises.
 - d. City shall be required to lock all exterior gates (where applicable) on completion of each City event or at the end of the City's day of use as applicable.
 - e. The City's policing jurisdiction shall apply during City's use hours. City shall provide security and responsible adult supervision during use of the Premises by City and its invitees commensurate with the security the City provides to other athletic facilities within the City.

- f. City shall keep all motorized vehicles off all grassed areas in the vicinity of the Improvements and may park only in areas designated by the Principal; provided, however, that, City and its authorized third-party independent contractors may operate motorized vehicles on grassed areas in the vicinity of the Improvements solely for the purpose of inspections, maintenance and repair to the Improvements.
- g. City shall not permit the consumption of any alcoholic beverages or use of tobacco products or weapons by its employees, participants, volunteers or invitees on or about the Premises, in accordance with applicable State law regulating School Safety Zones (including but not limited to O.C.G.A. § 16-11-127.1), since the Premises is deemed and agreed to remain and be school property, regardless of any other description or label.
- h. City shall comply with all applicable laws, ordinances, rules and regulations related to City's use of the Premises including without limitation O.C.G.A. §13-10-91, *et al.*
- i. City and its designees shall perform all inspection, maintenance and repair activities expeditiously and in a good, safe and workmanlike manner and in strict accordance with all applicable laws, ordinances, rules and regulations, as well as any procedures reasonably provided by FCS to City, such as hours of work. Such work shall be carried out in such a manner so as to, to the extent reasonably practicable, avoid any disruption to the operations of FCS.
- j. City shall be solely responsible for obtaining, at City's sole expense, all permits and approvals required to install, inspect, , maintain and repair the improvements; provided, however, that to the extent FCS's signature or other input is required in the permitting and approval process due to FCS's status as the owner of the School Property, FCS agrees to cooperate in good faith with such process.
- k. City shall not bring or store or allow to be brought or stored on the School Property, any Hazardous Materials (as defined below). City shall be solely responsible for any and all claims, costs, losses, expenses, demands, action, or causes of action, and all liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the School Property arising from the use or handling, storage or other management of Hazardous Materials (as defined below) by City or its employees, agents, contractors, licensees or invitees. As used herein, "**Hazardous Material**" means any toxic or hazardous substance, material or waste, which is regulated or becomes regulated by any federal, state, or local governmental authority. The term "Hazardous Material" includes, without limitation, any substance or material (i) containing petroleum, crude oil or any fraction thereof; (ii) containing polychlorinated biphenyls (PCBs); (iii) containing asbestos; (iv) which is radioactive; (v) which is infectious; (vi) defined as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 47 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); or (ix) defined as a “hazardous substance,” “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” or similar term under any other environmental, health or safety law, rule, regulation or policy. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

- I. City shall at all times during the Term comply with Fulton County Board of Education KG Operating Guideline, as amended from time to time; which Operating Guideline is available on the FCS website and upon request by City. In the event of any conflict between the terms of this Agreement and the KG Operating Guideline, the Operating Guideline shall control.

9. Default; Termination/Expiration.

- a. FCS shall have the right to terminate this Agreement immediately for cause, or upon default by City, and may demand immediate possession of the Premises, seek damages or equitable relief, or pursue any cause of action available at law or in equity to enforce its rights hereunder, or any combination of the foregoing. City shall be in default for failing to cure, after ten (10) days' written notice from FCS, the non-performance or breach of any provision of this Agreement, including but not limited to a failure to provide the required improvements, services and maintenance as set forth herein. In the event that FCS terminates the Agreement due to default by City, FCS shall have the right to recover all reasonable expenses actually incurred in enforcing the terms of the Agreement, including but not limited to reasonable attorney's fees and court costs.
- b. Either party shall have the right to terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party. In the event of the City's termination without cause, FCS shall have no obligation to compensate or reimburse City, including any compensation for any unamortized value of any improvements, and all fixed and permanent improvements upon the School Property shall remain the property of FCS, free and clear of all liens and encumbrances.
- c. Upon expiration or termination of the Term, FCS shall have no obligation to compensate or reimburse City, including any compensation for any unamortized value of any improvements, and all fixed and permanent improvements upon the School Property shall remain the property of FCS, free and clear of all liens and encumbrances.
- d. Upon expiration of the term or termination, City may remove portable improvements placed on the Premises by City. A listing of all portable improvements shall be prepared by City and approved by FCS prior to the removal of said improvements. Except in connection with repairs or replacements, City covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the School Property, pursuant to this Agreement or otherwise, without the written consent of FCS. Upon expiration of the Term, or in the event of termination, City's use and occupancy rights shall terminate, City shall promptly vacate and cease City's use of the Premises; and return all keys to FCS. City shall remain obligated to perform all

obligations hereunder through the date of expiration or termination, unless waived in writing by FCS.

- 10. Indemnity.** To the extent allowable by law, City hereby releases and agrees to protect, indemnify, defend, save, and hold harmless FCS and its agents, officers, employees, board members, licensees, representatives, and volunteers (collectively, “**FCS Parties**” and each a “**FCS Party**”) from any and all claims, costs, losses, expenses, demands, actions, and causes of action, including reasonable attorney’s fees and other costs and expenses of litigation, which may be asserted against or incurred by any FCS Party, or for which any FCS Party may be liable, which arise from any injury or damage to person (including death) or property and caused by or resulting from the access to, use or occupancy of the Premises by City, or its employees, agents, contractors or subcontractors, except those which arise solely from the gross negligence or willful misconduct of a FCS Party. City hereby expressly acknowledges that the foregoing obligation to indemnify, defend, and hold harmless includes but is not limited to any such claim asserted by a third party coming onto or about the Premises and alleging injury as a result of such use of the Premises (subject to the exception concerning the gross negligence or willful misconduct of FCS). This Section 10 expressly survives the expiration or earlier termination of this Agreement for a period of one (1) year after such termination. This indemnity provision shall not be deemed to create rights in any third party or constitute a waiver of City’s sovereign immunity, which the City expressly reserves.
- 11. Insurance.** The following are the minimum insurance and limits that City or any third party using or performing work on any portion of the School Property on behalf of City, including any contractor or subcontractor (each a “**Third Party**”) must maintain throughout the Term. If the City or Third Party maintains higher limits than the minimums shown below, FCS requires and shall be entitled to the coverage and for the higher limits maintained by the City or Third Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to FCS.

City shall maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and Damage to Premises Rented to You, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate or the limits listed on the Declarations page of such insurance policy, whichever is greater.
- (b) Automobile Liability Insurance with limits not less than \$1 million Per Accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.
- (c) Umbrella Liability Insurance with limits of liability in excess of Employer’s Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$5 million.

Fulton County Schools shall be named as Additional Insured on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered premises. City shall also maintain Statutory Workers’ Compensation Insurance in compliance with the applicable Workers’ Compensation Act(s) of the state(s) wherein the work is to be performed or where

jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease. The policy shall provide a waiver of subrogation in favor of FCS.

Any Third Party using or performing work on any portion of the School Property shall be required to maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and Damage to Premises Rented to You, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate or the limits listed on the Declarations page of such insurance policy, whichever is greater.
- (b) Automobile Liability Insurance with limits not less than \$1 million Per Accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.
- (c) Umbrella Liability Insurance with limits of liability in excess of Employer's Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$5 million. All umbrella policies will be at least as broad as the underlying insurance.

Both FCS and City shall be named as Additional Insureds on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered premises. Any Third Party shall also maintain Statutory Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease. The policy shall provide a waiver of subrogation in favor of FCS.

Prior to entering onto the School Property, City and any Third Party shall submit proof of insurance by submitting a Certificate of Insurance to FCS's Risk Management Department for approval at:

Attn: Risk Manager
Risk Management Department
Fulton County Schools
6201 Powers Ferry Rd, NW
Atlanta, GA 30339

Insurance provider(s) for City and any Third Party shall be licensed to do business in the state of Georgia and shall have an A.M. Best rating of A or greater, and A.M. Best's Financial Size Category of not less than VII.

The obligations of City and any Third Party to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits any liability or indemnification obligations of the City or Third Party, whether or not the same is covered by insurance.

FCS reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, by providing City with notice of the same.

12. **Intergovernmental Agreement; Assignment; Subletting.** This Agreement shall be construed as an intergovernmental contract and no estate shall pass out of FCS. City may not assign its rights and obligations hereunder or sublease the Premises except as expressly permitted herein.
13. **Liens.** No encumbrances, charges or liens against the School Property shall exist because of any action or inaction by City. City shall discharge by bond or otherwise within ten (10) days of written notice by FCS of any lien, encumbrance or other charge.
14. **Notices.** Any and all notices permitted or required to be given under this Agreement shall be in writing, and except as otherwise provided herein, shall be delivered personally, by commercial overnight courier, or by registered or certified mail, return receipt requested, to the other party at the address set forth below or at such other address as may be supplied by notice thereof given pursuant to this provision. Notices may be given by or to the attorneys for either party as may be listed herein. The date of personal delivery or the date of deposit with a commercial courier or with the U.S. Postal Service shall be the date such notice shall be deemed to have been given, whether or not actually received, if properly addressed.

For the purpose of this Agreement, the address of FCS is:

Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, Georgia 30339
Attn: Director of Land Management

With a copy to:

Nelson Mullins Riley & Scarborough LLP 201
17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Board Attorney for Fulton County Schools

And the address of City is:

City of Hapeville
Attn: Tod Nichols, Director of Recreation
3444 North Fulton Avenue
Hapeville, GA 30354

with a copy to:

Smith Welch Webb &
White LLC
Attn: Andrew J. Welch, III
City Attorney
2200 Keys Ferry Court
McDonough, GA 30253

Notices or notifications to the principal of the School that are required or permitted under this Agreement shall be sent via email to Thomas Garrett, Principal, at garrettt1@fultonschools.org with a hard copy to the FCS at the address above.

Either party may change its address or contact person(s) for notices by providing the other party with notice of such change in accordance with this Section 14.

- 15. Liability.** City shall be responsible for the acts and omissions of City, its agents, contractors and employees. FCS shall be responsible for the acts and omissions of FCS, its agents, contractors, and employees.

16. Miscellaneous.

- a. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor or materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, pandemics, epidemics, shelter-in-place orders, inclement weather, or other causes beyond the reasonable control of either party ("**Force Majeure**"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.
- b. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless made in writing and signed by FCS and City. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Notwithstanding the foregoing, any agreement entered into for the use of indoor space through FCS's "SchoolDude" system (or other similar facility rental system maintained by FCS) shall be fully binding on the parties. Any breach or default of such agreement shall constitute a breach of this Agreement.
- c. Time is of the essence for each and every provision and obligation of this Agreement.
- d. City shall provide to FCS within sixty (60) days of execution of this Agreement a "Safety Plan" describing City's proposed means and methods of crowd control for at the Premises.
- e. City acknowledges that pursuant to State law, as well as FCS's policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of the Premises. City shall comply with all relevant laws, rules regulations, including without limitation, the aforementioned state law, in the performance of City's activities on the Premises.

- f. The section headings in this Agreement are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Agreement. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture, or any agency relationship, between FCS and City. Neither this Agreement nor any memorandum or short form thereof shall be recorded in the public real estate records.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and specifically including O.C.G.A. § 51-1-53. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Agreement.
- h. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect. Each covenant, agreement, obligation, or other provision of this Agreement on City's part to be performed shall be deemed and construed as independent covenants of City, not dependent on any other provisions of this Agreement.
- i. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted. City has carefully read this Agreement and understands it. City executes this Agreement as a voluntary act after having consulted with counsel of its choosing concerning the same or having voluntarily chosen not to consult with counsel concerning the same.
- j. Each individual executing this Agreement on behalf of City represents and warrants that he or she is duly authorized to execute this Agreement on behalf of City, and that City has full right and authority to execute and deliver this Agreement.
- k. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be confirmed by the exchange of signature pages as electronic versions in PDF or JPEG format which shall have the same force and effect as an original.

17. Special Stipulations. The following Special Stipulations shall apply to this Agreement:

- a. [Check yes or no applicable]: Yes: ☒ No: ☐ Lessee shall furnish and maintain its own goals (i.e., soccer goals, lacrosse goals, etc.) as may be needed for use during the Term at Lessee's sole cost and expense, which goals shall remain the property of Lessee.
- b. [Check yes or no as applicable]: Yes: ☐ No: ☒ Upon approval by the Principal, Lessee shall furnish and maintain its own portable lighting system for the Field at Lessee's sole cost and expense, which portable lighting system shall remain the property of Lessee. The portable lights must be turned off thirty (30) minutes following the conclusion of Field use by Lessee as in accordance with **Exhibit "B"**,

Hours of Use. Lessee shall provide to Lessor, within sixty (60) days of execution of this Agreement, Lessee's proposed environmental and safety measures for portable lighting.

Lessee may use the Lessee-furnished portable lights on the Field during the months of February, March, September, October, November, and December. The portable lights shall be no more than ten (10) feet high and shall not be visible outside of the immediate area of the Field. No lights shall be used on weekends.

- c. [Check yes or no as applicable]: Yes: ☐ No: ☐ Lessee shall furnish and maintain portable toilets for the Premises during the Term and shall have them cleaned on a regular basis, all at Lessee's sole cost and expense. The portable toilets shall be placed in a location approved by the Principal and shall be removed by Lessee at the expiration or earlier termination of this Agreement, all at Lessee's sole expense. Lessee shall maintain an adequate level of sanitary supplies as mutually agreed upon by Lessee and Principal, at Lessee's sole cost and expense.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, FCS and City have executed this Agreement effective on the day and year first above written.

FCS:

FULTON COUNTY SCHOOL DISTRICT

By: _____
Name: Dr. Mike Looney
Title: Superintendent

_____ Date

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

THE CITY OF HAPEVILLE, GEORGIA

By: _____(Seal)

Name: Alan Hallman

Title: Mayor

_____ Date

ATTEST:

By: _____

Name: Crystal Griggs-Epps

Title: City Clerk

Approved as to form and legal sufficiency:

Andrew J. Welch, III, City Attorney

EXHIBIT A

DEPICTION OF PREMISES/FIELD

Attached.



Hapeville High School

Hapeville Skate Park

nt

Hapeville City Hall

Hapeville Branch Lib
Temporarily closed

EXHIBIT B

UPGRADES, IMPROVEMENTS AND INITIAL REPAIRS TO BE MADE BY CITY

Improvements

- \$15,000.00 – 18,000.00 for fencing in the entire football field. This will provide a safety barrier for the children at recess during school time as well as participants of any game on the field.
- \$5,000.00 for demolition of the existing press box at the top of the bleachers and replace it with a small stand that will be big enough for one person to keep the clock during games (not enclosed)
- \$50,000.00 for the replacement of the track surrounding the football field.

Annual Maintenance

- Year-round facility maintenance including mowing, watering, fertilizing, and irrigation of football field
- Elimination of weeds in the surrounding area of field and tennis/soccer court that is connected to school and adjacent to the field
- Disposal of garbage from football field on a weekly basis
- \$12,000.00 in labor and materials used as needed

EXHIBIT C

CITY'S ONGOING INSPECTION, MAINTENANCE AND REPAIR REQUIREMENTS

Fertilization:

- Early Spring Crabgrass pre-emergent, broadleaf weed controls are applied to control infestations of annual grasses along with phosphorus and potassium fertilizers to encourage root and cell wall development. Grassy weed control as needed.
- Late Spring Additional Crabgrass pre-emergent for extended control. A high rate of slow release nitrogen fertilizer balanced with phosphorus and potassium designed to build renew roots, tillers and grass plants. Iron for outstanding color and broadleaf weed control for spring and early summer annual weeds.
- Summer A high rate of slow release granulated nitrogen fertilizer balanced with phosphorus and potassium. This treatment continues to improve turf density, drought tolerance and color. Broadleaf weed control will be applied as needed.
- Mid-Summer A high rate of slow release granulated nitrogen fertilizer balanced with phosphorus and potassium. This treatment maintains color and growth, while storing carbohydrates for winter. Broadleaf weed control will be applied as needed.
- Mid-Fall Potassium is applied to protect the grass plant from the damaging effects of cold weather along with pre-emergent weed controls. This pre-emergent prevents any unsightly winter annual weeds such as poa annua. Broadleaf weed control is applied as needed.
- Late Fall Dolomitic Pelletized limestone is applied to correct any PH deficiencies. Broadleaf and grassy weed controls are applied as needed.

Mowing:

- Growing season (June, July, August)- mowed twice weekly
Playing season (September, October, March, April)- mowed once weekly
Dormant season- mowed as needed

Aeration:

- May, July, and September
Core aeration- plugs 2" deep, pull, remove, drag
Sand/top-dress in July

Irrigation:

- Growing season- minimum 3 times weekly, 30 minutes per zone
Playing season- 2-3 times weekly, 20 minutes per zone

Dormant season- off

***Water may be increased in time of new or additional sod

Renovation:

Sod dead/heavy worn spots as needed (yearly, depending on wear/tear)

Top dress/over-seed every 2 years in growing season

Responsible for nets and condition of goals and other equipment on field

Trash Removal:

Weekly service comes by to empty receptacles and make sure field is picked up



Hapeville High School

Hapeville Sk...

Hapev
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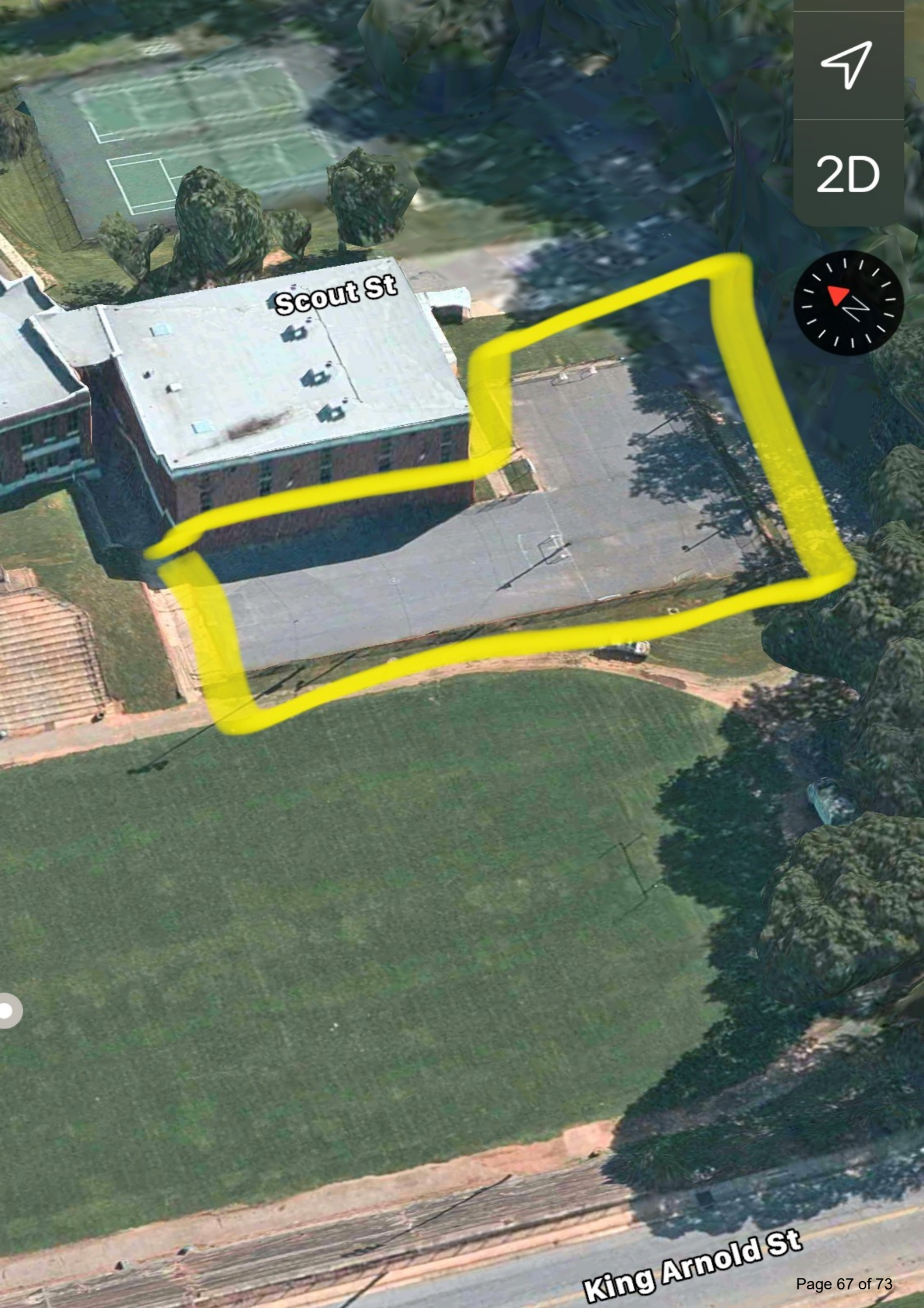
Hapeville ES View 2





Hapeville ES View 1





2D



Scout St

King Arnold St

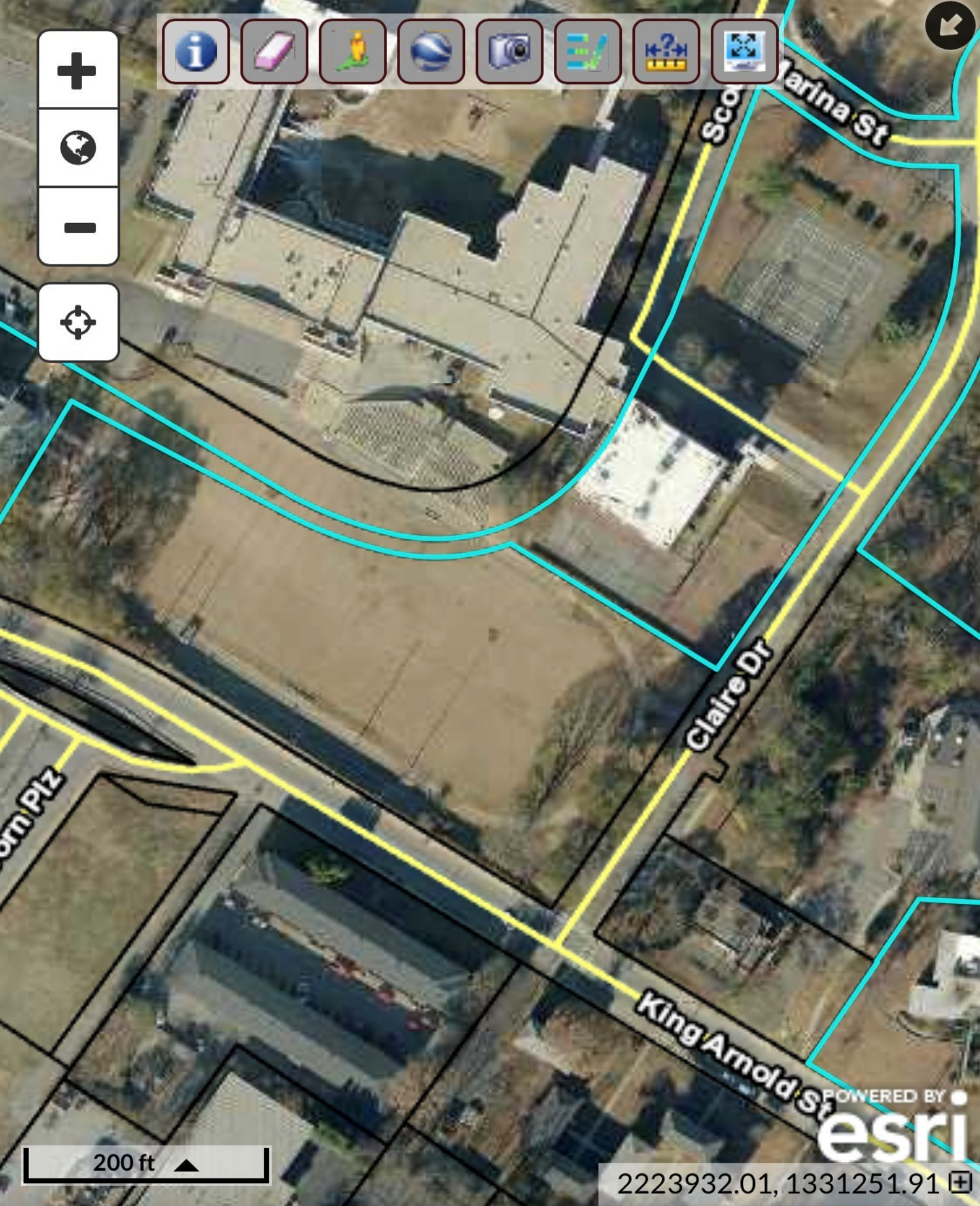


Done



3400–3498 Claire Dr

Atlanta



CITY OF HAPEVILLE

KING ARNOLD ST

19.02 Acres Value \$1,222,400

View: [Report](#) | [Pictometry Imagery](#) | [Google Maps opens in a new tab](#)

EDA: AMERICAN RESCUE PLAN

BUILD BACK BETTER REGIONAL CHALLENGE

Supercharging Local Economies



The **Build Back Better Regional Challenge** is designed to assist communities nationwide in their efforts to build back better by accelerating the economic recovery from the coronavirus pandemic and building local economies that will be resilient to future economic shocks.

The \$1 billion Build Back Better Regional Challenge will provide a transformational investment to 20-30 regions across the country that want to revitalize their economies. These regions will have the opportunity

to grow new regional industry clusters or scale existing ones through planning, infrastructure, innovation and entrepreneurship, workforce development, access to capital, and more.

- **Phase 1:** 50-60 regional coalitions of partnering entities will be awarded **~\$500,000** in technical assistance funds to develop and support three to eight projects to grow a regional growth cluster.
- **Phase 2:** EDA will award 20-30 regional coalitions **\$25 million to \$75 million**, and up to \$100 million, to implement those projects.

As part of the \$300 million **Coal Communities Commitment**, EDA will allocate at least \$100 million of the Build Back Better Regional Challenge funding to support coal communities.



WHO SHOULD APPLY

EDA invites eligible applicants to form regional coalitions to apply for funding to implement a collection of three to eight distinct but related projects in their region, in coordination with industry and community partners, and aligned around a holistic vision to build and scale a strategic industry cluster. Applicants should identify one key coordinating lead institution per regional cluster to lead the concept and projects into the implementation phase, while fostering collaboration and coordinating resources to ensure these investments have the greatest economic impact on our communities, regions, and the nation.

Coalition members eligible to apply for investment assistance for their region include a(n):

- District Organization of an EDA-designated Economic Development District
- Indian Tribe or a consortium of Indian Tribes
- State, county, city, or other political subdivision of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions
- Institution of higher education or a consortium of institutions of higher education
- Public or private non-profit organization or association acting in cooperation with officials of a political subdivision of a State

Individuals or for-profit entities are not eligible.



To learn more about EDA's American Rescue Plan **Build Back Better Regional Challenge**, visit eda.gov/arpa/build-back-better/.



APPLICATION DEADLINE

- Phase 1 deadline: **October 19, 2021**
- Phase 2 deadline: **March 15, 2022**



CONTACTS

- Please send email inquiries about the American Rescue Plan Build Back Better Regional Challenge to BuildBackBetter@eda.gov.
- For additional questions, particularly region-specific questions, contact your state's Economic Development Representative. Visit www.eda.gov/contact to find contact information for your Economic Development Representative.

Build Back Better Regional Challenge

What is the Build Back Better Regional Challenge (BBBRC): The BBBRC (grant program) is part of The American Rescue Plan Act administered by the Economic Development Administration (EDA). EDA aims to assist communities and regions impacted by the coronavirus pandemic. This opportunity is designed as a two-phase competition to (1) help regions develop transformational economic development strategies and (2) fund the implementation of those strategies that will create and grow regional growth clusters.

How is the Grant Structured: In Phase 1, EDA will provide technical assistance grants to approximately 50-60 coalitions through a lead institution. The Atlanta Regional Commission (ARC) will be the lead institution. These coalitions will be considered “finalists” and the grants will be used by the finalists to prepare more detailed applications for transformational projects that benefit their respective geographic regions and are aligned around a holistic approach to building and scaling a strategic industry. Projects and coalition members may change based on the technical work produced in Phase 1. In Phase 2, EDA will award each of the 20-30 finalist coalitions to fund the identified collection of projects.

Available Funding:

Phase 1: Technical assistance grants of up to \$500,000 each.

Phase 2: Component projects that collectively cost between \$25-75 million (potentially up to \$100 million).

Timeline (All funds must be spent by September 30, 2027):

<i>Phase I:</i>	Due October 19, 2021	<i>Award:</i>	December 8, 2021
<i>Phase II:</i>	Due March 15, 2022	<i>Award:</i>	September 2022

Project Ideas: Aerotropolis Atlanta will be the regional growth cluster, and the target industry sector will be Travel, Tourism, and Entertainment, as this captures much of the existing industry in the region. Below are some projects which are being explored:

- **Workforce Development:**
 1. **Aerotropolis Workforce Training Center** – state-of-the-art, one-stop shop technical and skills-based training center. Project consists of development of a facility and curriculums and programming.
- **Entrepreneurial Incubation:**
 2. **Chick-fil-A Entrepreneurial Incubator** – An economic mobility engine for the community: driving entrepreneurs and small business owners to innovate, grow, create jobs, and build wealth. Project consists of development of a facility and curriculums and programming.
- **Infrastructure**
 3. **Six West** – road-way improvements, green infrastructure development, water and sewer improvements, and grading to fast-track private investment into the development.
 4. **Mountain View** – road-way improvements, green infrastructure development, water and sewer improvements, and grading to fast-track private investment from an already identified end-user into the development.
- **Transportation:**
 5. **AeroATL Greenway Model Miles** – model mile development at downtown East Point associated with private redevelopment and in Hapeville connecting Delta Air Lines corporate headquarters campus to area small-businesses.
 6. **Aerotropolis Circulator Bus** – to address last-mile connectivity issues for employers in the region.
 7. **Airport Skyway Extension:** Enhance mobility and connectivity at the Airport by expanding the Skyway for internal mobility and externally to key employment, tourism and entertainment centers in the direct vicinity of the airport.
 8. **South Cargo Infrastructure:** Provide seamless multimodal mobility and access for people and goods between South Cargo, the rest of the airport, the surrounding road and freeway network, and transit facilities.

How can you help?

Regional public-private cooperation and coordination is key to successful economic development and a successful application. While ARC will serve as the *Lead Institution* and applicant charged with facilitating the grant, *Coalition Partners* are the group of entities that help develop component projects for the application, and *Partners* are non-applicant entities that make the regional growth cluster successful. You can help secure the grant by:

- Agreeing to be a coalition member or partner by providing a letter.
- Providing input and suggestions to assist in project development.
- Working with the lead institution to determine possible job creation and positive impacts of the proposed projects.
- Phase I requires no match from coalition partners.

ON LETTERHEAD OF YOUR ORGANIZATION

Date: October 13, 2021

Build Back Better Regional Challenge (BBBRC) Selection Committee

YOUR ORGANIZATION'S NAME

YOUR ORGANIZATION'S ADDRESS

RE: Atlanta Regional Commission's Build Back Better Regional Challenge (BBBRC) Grant Application

Dear EDA Review Committee:

On behalf of the City of Hapeville, I write this letter to acknowledge that I have read the Atlanta Regional Commission's Build Back Better Regional Challenge (BBBRC) application and support the vision and goals established for the Aerotropolis Atlanta Regional Growth Cluster. Hapeville is committed to executing the Hapeville AeroATL Greenway Model Mile component project set forth in the application and will support the other projects proposed.

As a founding member of the Aerotropolis Atlanta Alliance, Hapeville is dedicated to working with partners in the region to leverage the Airport as an economic engine for innovation, quality growth, and economic prosperity. We also support the proposed investments in the Travel, Tourism, and Hospitality industry, as many of our businesses—like Delta Air Lines—and residents rely on it for their livelihoods.

We believe this effort can catalyze further development and economic growth in Aerotropolis Atlanta by improving safety in and connectivity to our job centers, ultimately lifting the historically underserved communities in Aerotropolis Atlanta, who have been disproportionately impacted by COVID-19 and the negative impacts of the Airport, and who have not seen the same level of investments or access to jobs as other parts of the region.

We are proud to be a coalition member and to support this transformational initiative.

Sincerely,

ADD SIGNATURE

ADD NAME AND TITLE



Date: October 13, 2021

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

TRAVIS HORSLEY
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

Build Back Better Regional Challenge (BBBRC) Selection Committee

The City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354

RE: Atlanta Regional Commission's Build Back Better Regional Challenge (BBBRC) Grant Application

Dear EDA Review Committee:

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We are proud to be a coalition member and to support this transformational initiative.

Sincerely,

Allan Hallman, Mayor

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

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

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

Fire Department
606 King Arnold Street
404-669-2141

Police Department
700 Doug Davis Drive
404-768-7171

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