



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

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=498&key=-1&mod=-1&mk=-1&nov=0>

January 18, 2022 6:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Alan Hallman
Mike Rast
Brett Reichert
Mark Adams
Chloe Alexander

3. WELCOME:

4. PUBLIC HEARING:

- 4.I. Consideration and Action on Alcohol Beverage License request by Paper Plane at 816 S Central Ave, Atlanta, GA 30354.

Background:

Paper Plane Restaurant has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from the Mayor and Council. All departmental reports have been received and advertising has been completed.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Paper Plane Redacted
 2. 816 S Central Alcohol Permit Planners Report
 3. Paper Plane alcohol permit application 2022
 4. Paper Plane Fire Report
- 4.II. Consideration of an amendment to the Code of Ordinances, City of Hapeville, Georgia, Chapter 93 (Zoning), Article 3.1 (Zones), Section 93-3.1-2 (Zoning Map) - First Reading

Background:

The City Council approved a rezoning for Parcel Identification Number 14 0096 LL 0585 (400 Porsche Avenue) from P-D, Planned Unit Development to B-P, Business Park on November 9, 2021. The zoning map must be updated to reflect the approved zoning change with a text amendment.

The Planning Commission considered this item on December 14, 2021 and recommended approval. Staff supports their recommendation.

Staff Comments:
Applicant Comments:
Public Comments:

Documents:

1. Zoning Map Amendment 2022 DRAFT (02912804xA0B3B)
2. Hapeville Zoning Map_01-18-2022
3. Planner's Report Text Amendment Zoning Change December 2021

4.III. Consideration on 2021-2022 Budget Amendment – First Reading

Background:

Fiscal Year 2021-2022 budget was adopted on June 22, 2021. This adopted budget called for \$17.2M in General Fund expenditures with revenues listed as \$16.7M. After finance reviewed revenues and expenditures, met with the City Manager and all department heads, we are presenting the following adjustments to the City's General Fund budget.

As of December 31, 2021, we are projecting total General Fund revenues of 17.1M, which is a 65K decrease from adopted budget. This projected revenue decrease is based on eliminating the previously budgeted 1.03M in ARPA Funds – now moved to a reduction in General Fund Public Safety Expenditures, eliminating the use of previously budgeted Fund Balance of 510K, increase of 111K in projected Local Options Sales Tax, increase of 520K in Building Permits & Fees, increase of 100K in Court Fines due to addition of new traffic unit, and increase of 42K in Facility Rentals and other Miscellaneous Receipts.

A review of the City's expenditures and budget realignment has allowed Finance to project the following summarized increases to the General Fund budget. Explanations of these projected increases are included in the attached budget document.

- 1330 – City Clerk - \$20K – Professional Fees
- 1510 – Finance - \$21K – Personnel Cost
- 4210 – Highway & Streets – \$158K – Personnel Cost
- 6120 – Participant Recreation – \$41K – Personnel Cost
- 6220 – Parks Areas & Grounds – \$291K – Technical Inspections
- 7520 – Economic Development – \$13K – Personnel Cost

The updated 2021-2022 budget will be uploaded to the City's Website after Mayor and Council Approval.

Staff Comments:
Applicant Comments:
Public Comments:

Documents:

1. Ordinance to Amend Budget for Fiscal Year 2021-2022-(01-18-2022)
2. FY2021-2022-Mid Year Proposed Budget Amendment - (Updated Review Copy)-01-18-2022 CM

4.IV. Consideration and Action on a Conditional Use Permit request to operate a commercial parking lot at o Norman Berry Drive.

Background:

Sonial Patel and Jay Patel are requesting approval of a Conditional Use Permit to operate a commercial parking lot on a 1.36-acre parcel located at o Norman Berry Drive, Hapeville, Georgia 30354, Parcel Identification Number 14-0127-LL1230. The property is zoned U-V, Urban Village and is subject to the zoning regulations under Section 93-11.2-5 (Conditional Uses) of the City of Hapeville Zoning Ordinance.

The Planning Commission considered this item on January 11, 2022 and recommended approval subject to the conditions outlined in the Planner's report. Staff supports their recommendation.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Application - o Norman Berry Drive_Conditional Use Permit_Redacted
2. Plans - o Norman Berry Drive
3. Planners Review 1155 Virginia Ave Norman Berry Drive Parking Lot Conditional Use Permit 2022

5. QUESTIONS ON AGENDA ITEMS:

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

6. CONSENT AGENDA:

- 6.I. Consideration and Action to approve the January 4, 2022, Council Meeting minutes.

Documents:

1. 01042022 minutes

- 6.II. Consideration and Action to approve the January 4, 2022, Executive Session Meeting minutes.

7. OLD BUSINESS:

8. NEW BUSINESS:

- 8.I. Consideration and Action to approve the Solid Waste Collection Service Agreement Amendment.

Background:

Our current Solid Waste Collection Agreement expires in May of this year. Waste Pro is requesting an increase of 99-cents from the current rate of \$ 16.52 per household. This increase is due to an increase in fuel and labor costs. The new rate of \$ 17.51 would still be lower than the next lowest bid of \$ 19.98 from the 2019 bidders. This would also allow us to have no increases in our residential sanitation rates at this time. The metro area has recently seen delays in garbage and recycling collections from days to weeks due to labor shortages and covid. While we have avoided those delays in Hapeville, we feel that Waste Pro is best equipped to handle the future expansion of our current customer base and avoid any disruptions to our garbage and recycling service. Staff recommends approval of this amendment.

Documents:

1. Solid Waste Bids
2. AMENDMENT Waste Pro Contract 2021

- 8.II. Consideration and Action to approve the Ordinance to Repeal Booting.

Documents:

1. Ordinance to Repeal Booting Ordinance (02934555xA0B3B)

- 8.III. Consideration and Action on approving A&A Asphalt in the amount of \$ 215,154 for milling and paving of Springhaven Avenue and the installation of curb and sidewalk on parts of Stillwood, Springhaven and North Avenue.

Background:

Springhaven Avenue is listed on the City's Paving and Sidewalk Inventory as being in poor condition. The road became a dead end several years ago and it has dilapidated over time. A&A Asphalt will mill the remaining asphalt, pave the road and install new curbs and sidewalks in this area. This is a transportation related project and will be expensed with T SPLOST funds.

Documents:

1. A&A Asphalt Bid.211130

- 8.IV. Consideration and Action on Cost adjustment request to 748 Virginia Avenue construction project due to unforeseen sanitary sewer issues.

Background:

For the redevelopment of 748 Virginia Avenue, the city council approved a total budget amount of \$1,875,000 in July of 2021. At that point in time, the design was in process and permitting had not yet started.. The project budget approved by the city council in July of 2021 included a project contingency of \$175,517.00. This amount was included in the budget to cover items that could likely occur on the project, and thereby increasing the cost of construction. While the exact extent of potential impacts was not ascertainable at the time the budget was presented to city council, it was prudent to include an amount of funds to address future contingencies such as:

- Potential cost increases in material and labor while the design was being completed
- Design and program enhancements Impact to the project scope from the city review and permitting process
- Unforeseen site conditions

While the impact to the project budget from the city review and permitting process was nominal, other impacts have occurred. Carl Trevathan, project program manager from Kentec Associates, will explain the request for contingency increase.

Documents:

1. Printmaker Studio - Additional Funding Request - 2021-12-27
 2. HDA Minutes 1-13-2022
- 8.V. Consideration and Action for a resolution to accept the agreement to purchase property for 990 & 994.

Background:

This Resolution accepts the Agreement to Purchase Property signed by LRA Investments, LLC., for the properties located at 990 South Central Avenue (14 012700060193) and 994 South Central Avenue (14 012700060177). These properties will be used for a new public works facility as authorized by Resolution No. 2021-11, dated November 9, 2021. The action being taken by this Resolution is for the purposes of formally accepting the Agreement to Purchase Property signed by LRA Investments, LLC., in an open meeting.

Documents:

1. Resolution to Accept Agreement -- 990 & 994
 2. Agreement to purchase property for 990 & 994.
- 8.VI. Consideration and Action for a resolution to accept the agreement to purchase property for 1014 & 1016.

Background:

This Resolution accepts the Agreement to Purchase Property signed by Auto Vison Custom Paint & Collision Center, LLC., for the property located at 1014 & 1016 South Central Avenue (14 012700060243). This property will be used for a new public works facility as authorized by Resolution No. 2021-11, dated November 9, 2021. The action being taken by this Resolution is for the purposes of formally accepting the Agreement to Purchase Property signed by Auto Vison Custom Paint & Collision Center, LLC., in an open meeting.

Documents:

1. Resolution to Accept Agreement -- 1014 & 1016
 2. Agreement to purchase property for 1014 & 1016.
- 8.VII. Consideration and Action for a resolution to authorize and approve the use of the eminent domain to acquire 990 & 994.

Background:

This Resolution authorizes and approves the use of eminent domain to acquire the properties located at 990 South Central Avenue (14 012700060193) and 994 South Central Avenue (14 012700060177). These properties are owned by LRA Investments, LLC. Right now, we have an option agreement to purchase this property, which you all just formally accepted. If the property cannot be acquired by voluntary agreement through that Agreement to Purchase Property we just accepted for whatever reason, such as for title issues, etc..., then this Resolution authorizes the use

of eminent domain to acquire the properties should we need to do that.

Documents:

1. Resolution to Condemn -- 990 & 994

- 8.VIII. Consideration and Action for a resolution to authorize and approve the use of the eminent domain to acquire 1014 & 1016.

Background:

This Resolution authorizes and approves the use of eminent domain to acquire the property located at 1014 & 1016 South Central Avenue (14 012700060243). This property is owned by Auto Vison Custom Paint & Collision Center, LLC. Right now, we have an option agreement to purchase this property, which you all just formally accepted. If the property cannot be acquired by voluntary agreement through that Agreement to Purchase Property we just accepted for whatever reason, such as for title issues, etc..., then this Resolution authorizes the use of eminent domain to acquire the properties should we need to do that.

Documents:

1. Resolution to Condemn -- 1014 & 1016

9. CITY MANAGER REPORTS:

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.



Alcohol Beverage License Application

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

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

Date: 12/11/21 ☒ New ☐ Amended

Contact Name: Napol Suteeluxanaporn Phone: 404.372.9965

Business/Trade Name: Paper Plane

D/B/A: Paper Plane

Email: Paperplanespoon@gmail.com

Emergency Contact Name: Shanaya Chaiyasin Phone: 404.680.7787

Business Address: 816 S. Central Ave., Hapeville GA. 30354

TYPE OF BUSINESS

- | | |
|--|---|
| ☐ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☒ Restaurant |
| ☐ Hotel/Motel | ☐ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

Retail		On-Premise Consumption	Wholesale/Manufacturer
☐ Beer/Wine	\$3,150.00	☐ Beer/Wine \$3,150.00	☐ Beer/Wine \$3,150.00
☐ Package	\$5,000.00	☒ Beer/Wine/Liquor \$5,000.00	☐ Beer/Wine/Liquor \$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.	
☐ Beer	\$750.00
☐ Wine	\$750.00
☐ Liquor	\$1600.00

APPLICANT INFORMATION

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

Full Name: Napol Suteeluxanaporn Date of Birth: 03/25/1984

Revised March 2018 1

Business Name Paper Plane

City of Hapeville Police Department
Alcohol Handler Permit Application

Code of Ordinances Section 5-3-11(a) Any person, manager, or employee whose responsibility is the service of alcoholic beverages in restaurants, hotels, or lounges or who handles alcoholic beverages in a package store, or beer/wine store, or who works as a security guard or as a security employee in any on-premises consumption location, whether or not such person is an employee of such package store, beer/wine store, or on-premises consumption location, shall apply to the police department for an alcoholic beverage employee identification card, which shall be renewed annually upon the anniversary date of original issuance.

Please print the following information:

Name of Applicant: Napol Suteeluxanaporn

Permanent Address: 1744 Annie St. NW., Atlanta GA. 30318

Telephone #: [REDACTED]

Drivers License #: [REDACTED]

Employers Address: 816 S. Central Ave., Hapeville GA. 30354

Employers Phone #: [REDACTED]

Position: Server/Clerk ☐ Manager/Owner ☒

The information provided on this form is sworn to be true and correct. It shall be unlawful to make a false statement of fact on this application.

Signature Date

DO NOT WRITE BELOW THIS LINE OFFICIAL USE ONLY

No permit shall be issued to a person who has been convicted of a violation of the provisions of this Article or to any person whose permit issued hereunder has previously been revoked as provided herein.

Misdemeanor Offenses ☐ NO ☐ YES Felony Offenses ☐ NO ☐ YES Spillman Violations ☐ NO ☐ YES

Nature of Offense _____ F / M Date of Arrest _____ Disposition & Date _____

Nature of Offense _____ F / M Date of Arrest _____ Disposition & Date _____

Nature of Offense _____ F / M Date of Arrest _____ Disposition & Date _____

Nature of Offense _____ F / M Date of Arrest _____ Disposition & Date _____

APPROVED by:

DENIED by:

Receipt # _____ Amount Pd _____ Date _____ Time _____

Effective Date February 26, 2015
Revised Date December 19, 2018

Name # _____

Prepared By: NKR151
Modified By: HDG153

Current Address: 1744 Annie St. NW., Atlanta GA. 30318

Spouse Name: Shanaya Chaigasiri

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

Name and Location of Employers for the last five years:

Spoon Eastside 749 Moreland Ave. SE., Atlanta GA. 30316

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

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

BUSINESS INFORMATION

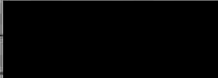
Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other

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

Federal Tax ID Number: 82-4395701 State Tax ID Number: _____

Do you own the property? ☐ Yes ☐ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Imperial Star Destroyer LLC
3116 Powers Ferry Rd., Atlanta GA. 30327 404.358.4488

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

Full Name	Position	Social Security Number	Address	% of Interest
<u>Nepol Suteeluxanaporn</u>	<u>Owner</u>		<u>1744 Annie St. NW., Atlanta GA. 30318</u>	<u>44</u>
<u>David Hewitt</u>	<u>Owner</u>		<u>1299 Regan Williams Dr., Atlanta GA. 30317</u>	<u>66</u>

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

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

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

Full Name	Social Security Number	Address	Phone Number

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID 14 009800080345 & 009800080098 Zoning District _____

Nearest Intersection: Willingham Dr.

Building Square Footage: 4004 Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): 1458

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

30

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

Hours/days of operation: Close on Mondays

Tuesday - Friday : 11 AM - 10 PM / Saturday - Sunday : 4 PM - 11 PM

Description of adjacent properties (residential/commercial) _____

- Inn City Suite (across the train tracks)

- Warehouse building (to the north side of the building)

- Doggie Style Atlanta (to the south side of the building)

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

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

VERIFICATION OF APPLICATION

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

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

NAT SUT
Signature of Applicant or Agent

NAPOL SUTEELUXANAPORN
Print or Type Name

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

This 1st day of December, 2021.

[Signature]
Notary Public

My commission expires on:





Stock Inventory List

Attach additional pages if needed.

Business Name & Address: Paper Plane / 816 S. Central Ave., Atlanta GA. 30354

Date and Signature of Owner/Manager 1/2021 W/ Sat

Name of Product	Number of Cases/Bottles in stock or in store as of date above	Price (i.e. \$2.00/glass; \$15.00/case)
Tito's Vodka	N/A	\$ 9.00 / shot
Old Forth Atlanta Vodka	N/A	\$ 8.00 / shot
Old Forth Atlanta Gin	N/A	\$ 8.00 / shot
Hendrick's Gin	N/A	\$ 10.00 / shot
Teremana Blanco Tequila	N/A	\$ 9.00 / shot
Teremana Reposado Tequila	N/A	\$ 10.00 / shot
Cruzan Light Rum	N/A	\$ 8.00 / shot
Cruzan Coconut Rum	N/A	\$ 8.00 / shot
Parker's Mark Whiskey	N/A	\$ 8.00 / shot
Jack Daniel's Whiskey	N/A	\$ 8.00 / shot
Hiram Triple Sec	N/A	\$ 6.00 / shot
Campari	N/A	\$ 8.00 / shot
Aperol	N/A	\$ 8.00 / shot
Soho Lychee Liqueur	N/A	\$ 8.00 / shot
Arches Queen Weiss	N/A	\$ 5.00 / can
Arches Yuzui	N/A	\$ 5.00 / can
Arches Zero Zero	N/A	\$ 5.00 / can



Business Name & Address: Paper Plane / 816 S. Central Ave., Atlanta GA. 30354

INVENTORY List.doc

[illegible]



Alcoholic Beverage Personnel Statement

For Official Use Only

Type of License: _____ Business: _____

Address: _____

Telephone: _____

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

1. NAPOL SUTEELUXANAPORN 1744 ANNIE ST. NW., ATLANTA GA. 30318

Full Name of Applicant Address of Applicant

2. Social Security Number

3. Driver's License Number

4. Date of Birth

Place of Birth

BANGKOK, THAILAND

5. U.S. Citizen

a. ☐ By Birth

b. ☒ Naturalized

Date, Place and Court

01/27/2020, U.S. Citizenship & Immigration Services, Atlanta GA.

Petition Number

Certificate Number

Derived Parent Certificate Number(s)

Alien Registration Number

Native Country

THAILAND

Date of Port Entry

04/12/2017

6. How long have you been a legal resident of Georgia? 9 Years 2 Months

7. Marital Status ☐ Single ☒ Married ☐ Widowed ☐ Divorced ☒ Separated

8. If married, give Spouse's full name SHANAYA CHAEYASTIN

9. Physical Description of Applicant _____ Race ASIAN Sex M Height 5'8"

Weight 170 LBS Age 37 Hair Color BLACK Eyes BLACK

10. Education and training specific to restaurant/alcohol field.

SEKVSAFE

11. Have you ever used or been known by any other name ☒ Yes ☐ No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period during which you were known by this name. WEND

13. Are you a registered voter in the State of Georgia ☒ Yes ☐ No

County registered

Number of years registered

FULTON

1 YEAR

14. For the last calendar year, did you file and pay any County property tax ☒ Yes ☐ No
Name of County

FULTON

15. For the last calendar year, did you file and pay any City property tax ☒ Yes ☐ No
Name of City

ATLANTA

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

From	To	Employer	Occupation Duties	Reason for leaving
(a) 2008 - PRESENT	SPoon EASTSIDE	OWNER/BAR MANAGER	N/A	
(b) 2005 - 2012	SPoon WESTSIDE	OWNER/BAR MANAGER	RESTAURANT CLOSED	
(c)				
(d)				
(e)				
(f)				
(g)				
(h)				

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

Date From/To	Street	City	State
(a) 2012 - PRESENT	1744 ANNUE ST. NW.	ATLANTA	GA.
(b) 2005 - 2012	768 MARLETTA ST. NW.	ATLANTA	GA.
(c)			
(d)			
(e)			

20. Military Service ☐ Yes ☒ No

List Serial Number _____ Branch of Service _____
 Period of Service _____ Date of Discharge _____
 Type of Discharge received _____

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

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

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

PAPER PLANE

23. Position of applicant in dealer's business.

OWNER

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

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

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

SPOON EASTSIDE

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

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

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

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

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

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

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

Name

JENNIFER SMITH

Residence

ATLANTA

Business Address

1376 HILLS PL. NW, ATLANTA

Telephone Number

Number of Years Known

15

Name

SCOTT JENNINGS

Residence

ATLANTA

Business Address

905 BERNINA AVE, SUITE D, ATLANTA

Telephone Number

Number of Years Known

16

Name

DAVIS KING

Residence

ATLANTA

Business Address

537 EDGEWOOD AVE, ATLANTA

Telephone Number

Number of Years Known

5

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

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

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

Verification

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

N/S Sute

Applicant's Signature
(Full name in ink)

NAPOL SUTEELUXANAPORN

Applicant's Name
(Print or Type)

I certify that

NAPOL SUTEELUXANAPORN

(the above named applicant)

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

This 1st day of December, 2021.

Notary Public

Seal:

personnel statement.doc



EXPIRES 3/14/2025

CITY OF HAPEVILLE

3468 N FULTON AVE.
HAPEVILLE, GA 30354-1466

COMMERCIAL OCCUPATIONAL TAX PERMIT

LICENSE YEAR: 2021

LICENSE TYPE: RESTAURANT

LICENSE NUMBER: 20210083

EXPIRATION DATE: 3/31/2022

ISSUED TO: 816 PAPER PLANE LLC

**LOCATION: 816 S. CENTRAL AVE.
HAPEVILLE, GA. 30354**

THIS LICENSE MUST BE POSTED AND IS NON-TRANSFERABLE

Shane Stud

City Clerk

This certificate must be displayed in a conspicuous place in the licensee's establishment. City Hall must be notified of any changes to address, ownership, or licensee. This permit is subject to revocation for cause. In accepting this Permit, the licensee hereby acknowledges and affirms that: a) the information provided to gain this certificate is true, complete and accurate and any inaccuracy may be considered cause for invalidation of this certificate; b) the City of Hapeville may enforce any and all ordinance, regardless of payment of fees or issuance of this certificate; c) it is the responsibility of the licensee to conform with said ordinances in full; and d) licensee affirms that this certificate has been issued based upon representations made by the Licensee under oath and the Licensee understands that this statement made to the City is punishable as a felony under section 16-10-20 O.C.G.A.

Red

Pinot Noir

Formation Monterey California 2018 – Strong aromas of sandalwood and hickory meet with roasted cherry and cranberry on the smoky nose of this bottling. The palate hits with a flash of sweetness, offering more smoked meat and rich red-fruit flavors **9/35**

Foxglove, Central Coast, California 2017 – Succulent red/purplish berry fruit, spice, hard candy and floral notes jump from the glass in an exuberant, racy Pinot loaded with character. Ripe, racy flavors and mid-weight structure make for a compelling and delicious bottle of wine. Aging in steel keeps the fruit bright. **40**

DuMol, Ryan, Russian River Valley 2016 – The limited production handcrafted wine has a wonderfully perfumy bouquet that combines red fruit, fresh herbs, violets, rose petals and chocolate. Everything is deftly interwoven on the palate, w/ an underpinning of nicoise olives and orange zest. Good acidic lift and nice grip. **90**

Cabernet Sauvignon

Oak Farm, Lodi, California 2018 – A Classic Cab. Dark ruby-violet color w/ aromas that suggest black & Green peppercorn, w/ currant-mint, eucalyptus & black tea overtones. Medium bodied, the aromas are echoed on the palate, & completed by hints of dark chocolate. Finishing w/ a light, velvet texture, this wine is very easy to drink w/ plenty of reward. **11/42**

Red Blend

Broadside, Red Blend, Paso Robles, California, 2018 – An easy drinking Bordeaux-inspired red. Enticing berry, plum and vanilla notes highlight the dark fruit and spice aromas. Layers of similar berry fruit and baking spice stack the palate, balanced with waves of tannin on a long, dry finish. **9/37**

Saldo, Zinfandel, California 2019 – From the prisoner wine company presents; A dark ruby color w/ bold aromas of black licorice, black pepper, cherry, and baking spice. The entry is rich, full and scintillating. The palate is mouthwatering and smooth w/ a hint of chocolate. The finish is voluptuous w/ soft velvety tannins **55**

The Prisoner, California 2019 – The 2019 vintage is the wine's best effort to date, and it signals its long journey to become a wine that everyone can wrap their palate around. TASTING NOTES: This wine brings the force of bold, black fruit, savory spices, and oak onto the palate. **60**

White

Chardonnay

Gold Crush, California 2016 – Luxurious, ultra-rich with ample amounts of pear, butterscotch and stone fruit flavors chaperoned by toasty oak spice and brioche aromas along w/ cascading notes of butterwash over the mid palate, bringing length to the finish. **9/28**

Rose'

Piquepoul Foncalieu, Southern France 2020 – 100% Piquepoul Noir, very pale pink color. Light bodied and clean w/ refreshing acidity, bright rose petal aromas and citrus notes. **9/35**

Pinot Grigio

Casa Defra, Delle Venezie, Italy – A light-bodied, dry white wine from Italy. Pale in color w/ refreshing lemon notes and a crisp finish, an ideal match for delicate white fish dishes. **9/28**

Vinho Verde

Anfritiao, Portugal – A simple vinho verde, very approachable. Citrusy and gently fizzy character. Dominant grapefruit & tonic flavors in the mouth w/ good crispness that is balanced w/ pinch of sugar. **9/32**

Sauvignon Blanc

Yllera, Rueda, Spain 2020 – A brilliant pale straw yellow color w/ green accents. Clean on the nose w/ green apple, peach, melon, citrus and crisp flowery tones. Smooth on the palate, with a very crispy acidity. It finishes with soft fruit, flowers & a lively acidity that makes it very attractive. **9/36**

Prosecco/Cava

True Color Spanish Cava 9 (188ml)

Bellino Brut, Italy – A pale yellow green hue w/ fine beads. A welcoming nose of peaches, grapes and floral notes. Apricot bread and sweet fruit flavors finish in a round dry manner. A very pleasing sparkler. **35**

Local beer \$6

Creature comforts Tropicalia IPA
Creature comforts coco buni milk stout
Arches Mexican lager
Arches blackgold dark lager
Singha
Sweetwater 420 IPA
Eventide Kolsch
Eventide the A
Grumpy granny apple cider

Sake

Gekkaiken nigori sake \$12
Funaguchi gold can sake \$12

Spoon Cocktails \$10

Atlanta Mule: Old 4th Vodka serves with fresh ginger, fresh lime, and ginger beer, let's support local!!!

Dark N Stormy: The original recipe w/ Gosling Black Seal rum & ginger beer w/ a slice of lime

Empress Blueberry Lemonade: Empress 1908 Gin w/ blueberry syrup, fresh lemon squeeze and lemonade makes sweet and sour cocktail ready for summer heat

Eastern Negroni: Batch botanical gin; Thai inspired Jasmine & Kafir lime leaves; w/ Sweet Vermouth and Campari

Horse's Neck: Lawn Dart Old 4th lemon and ginger liquor mix with Rittenhouse Rye, Angostura bitters, fresh lemon and ginger beer

Lychee Martini: Tropical Thai fruit chilled to perfection

Mango Mojito: Our house classic spring drink, fresh ground mint and lime along w/ Cruzan rum

Pink Cucumber Martini: The cool flavors of cucumber & elderflower, are shaken w/ Hammer & sickle Vodka for the refreshing cocktail

Southern Mule: Refreshing start w/ a kick of spice Rittenhouse Rye, fresh lime and ginger beer can't get any better than this

Spoon Martini: Our house special - a little bit sweet & sour, invigorating w/ apple and peach schnapps

Spoon Rum Punch: A tropical treat w/ hints of coconut, passionfruit, and pineapple brings a refreshing taste of spring

Strawberry Margarita: One of the hottest items this summer, who doesn't like the strong margarita w/ strawberry flavor the tanginess and sweetest combines makes it tough to get just one.

PARTNERSHIP AGREEMENT

Between

[David Hewitt]

and

[Napol Suteeluxanaporn]

Effective as of **April 3rd, 2021**

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT effective as of the 1st day of October, 2003.

BETWEEN:

David Hewitt, incorporated under the laws of **Georgia**.

(hereinafter "**David**")

OF THE FIRST PART,

- and -

Napol, incorporated under the laws **Georgia**.

(hereinafter "**Wind**")

OF THE SECOND PART.

WHEREAS X and Y entered into the Partnership (as defined herein) effective as of October 1, 2003 on the terms and conditions hereinafter set forth;

AND WHEREAS from and following 816 **Paper Plane** the Partnership acquired certain assets required by it to carry on its business;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed and declared by and among the Partners (as defined herein) as follows:

ARTICLE 1 – INTRODUCTION

1.1 Definitions.

In this Agreement (as defined herein), unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings ascribed below:

- (a) "**Accountants**" means such firm of accountants as the Partners may from time to time determine to be the accountants of the Partnership (as defined herein);
- (b) "**Agreement**", "**this Agreement**", "**hereto**", "**herein**", "**hereby**", "**hereunder**" and similar expressions refer to this Agreement and not to any particular Article,

Section or other portion hereof, and include any and every instrument supplemental or ancillary to or in implement hereof;

- (c) **“Business”** means any business or businesses carried on by the Partnership as may be deemed by the Partners to be in the best interest of the Partnership and any other general business activities related or incidental thereto;
- (d) **“Effective Date”** means October 1, 2003;
- (e) **“Fiscal Year”** means June 1 to May 31;
- (f) **“Partner”** means any one of X or Y or any other partner admitted pursuant to the provisions of this Agreement, **“Partners”** means all of them, and the **“Partnership”** means the partnership established by this Agreement; and
- (g) **“Person”** means any individual, firm, corporation, partnership, joint venture, trustee or trust, government or agency thereof, unincorporated association, or other entity and pronouns have a similarly extended meaning.

1.2 Number and Gender.

Words importing the singular include the plural and *vice versa* and words importing gender include all genders.

1.3 Governing Legislation.

Except as expressly stipulated in this Agreement to the contrary, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the *Partnership Act* (Ontario) (the **“Act”**) or any successor legislation or other statute which may be passed to take the place of the Act or to amend same.

ARTICLE 2 – FORMATION OF PARTNERSHIP

2.1 Establishment and Ownership

66% David Hewitt

34% “Wind” Napol Suteeluxnaporn

Subject to the terms and conditions hereof, the parties hereto agree to carry on the Business in partnership.

2.2 Term.

Subject to the provisions of this Agreement, the Partnership shall commence as of the Effective Date and shall continue for a term ending on the earlier of:

- (a) the date on which the Partnership is voluntarily dissolved by unanimous agreement of the Partners; or
- (b) the date on which the Partnership is dissolved by operation of law.

2.3 Name.

The name of the Partnership shall be “**816 Paper Plane, LLC DBA “Paper Plane”** and/or such other name or names as the Partners may from time to time agree upon in writing and no party shall carry on business under such name except as a Partner of the Partnership.

2.4 Place of Business.

The place of business of the Partnership shall be at such place or places as the Partners shall from time to time hereafter determine.

2.5 New Partners.

No person shall be admitted as a Partner except with the unanimous consent in writing of the Partners.

ARTICLE 3 – FINANCIAL MATTERS

3.1 Capital Contributions and Financing Requirements.

The initial capital of the Partnership shall be:

- (a) For David the amount of **\$100k**, being the capital contribution made by David to the Partnership on **Jan 1st 2020**; and
- (b) For Wind the amount of **\$100k**, being the capital contribution made by Windo to the Partnership on **Jan 1st 2020**

The initial capital so contributed by each of the Partners is credited to the capital account (“**Capital Account**”) of each Partner. The following provisions of this Section 3.1 shall apply in respect of the capital contributions of the Partners:

- (c) the capital funds of the Partnership shall belong to the Partners in the proportion contributed by each Partner;
- (d) any further contribution of capital required by the Partnership may be contributed to the Partnership by any one or both of the Partners without limitation as to the amount of such further capital contribution and any such additional capital contribution shall be treated in the same manner as the initial capital contributions above set out; and
- (e) no Partner shall be entitled to interest on the amount of its capital contribution to the Partnership.

3.2 Profits and Losses.

In each Fiscal Year all items of income and gain, and expense and loss of the Partnership shall be determined by the Accountants of the Partnership at the end of each Fiscal Year.

3.3 Net Profits and Losses.

Until otherwise unanimously agreed by the Partners, and subject to the provisions of this Agreement, the net profits, if any, of the Partnership as determined at the end of each such Fiscal Year shall be allocated among the Partners in proportion to the respective Capital Account of each of the Partners as calculated at the end of each such Fiscal Year. All expenses incurred in the course of the Business and all losses, if any, arising therefrom shall be borne out of the earnings of the Business, or in the case of a deficiency, the losses shall be allocated amongst the Partners *pro rata* to their respective individual Capital Accounts at the end of each such Fiscal Year.

3.4 Drawings.

Each of the Partners may draw out of the Partnership, from time to time, on account of its share of the net profits for the current year, a sum not exceeding their respective Capital Accounts. Any sums drawn out by any Partner in excess of its share of the net profits for any such year shall be repaid in full to the Partnership unless otherwise unanimously agreed by the Partners.

3.5 Financial Statements.

Proper accounts shall be kept of all transactions of the Business and at the end of each Fiscal Year or as soon thereafter as possible, a statement shall be prepared showing the income and expenses of the Business for the past year and what belongs and is due to each of the Partners as its share of the profits.

3.6 Borrowing or Encumbrance of Partnership Interest.

Neither Partner shall, without the previous consent in writing of the other, sign or encumber its share or interest in the Partnership, borrow money on behalf of the Business or, hire any employee or subcontractor.

3.7 Payment of Obligations.

Each of the Partners shall punctually pay and discharge its separate debts, liabilities, obligations, duties and agreements whether at present or future and keep indemnified the Partnership property and the other Partner from all actions, proceedings, costs, claims and demands of every nature.

3.8 Indemnification.

If at any time either of the Partners is required to pay or become liable for more than its proportion of the Partnership debts as provided for in this Agreement, that Partner shall have as against the other Partner a right of recovery of the appropriate proportion of the payment or

indemnification against such liability, and the Partner shall have, on becoming liable for such debt, the first lien or charge on the capital and all other interest or interests of the offending Partner in the Partnership business.

ARTICLE 4 – MANAGEMENT

4.1 Management.

Final authority, management and control of the business and affairs of the Partnership shall be vested in the Partners.

4.2 Action of the Partners.

The powers of the Partners may be exercised by resolution passed at a meeting of the Partners or by resolution consented to by the signatures of the Partners.

4.3 Delegation of Authority.

The Partners may at any time and from time to time by resolution passed at a meeting of the Partners delegate any power or authority relating to the management of the business and affairs of the Partnership to any Partner and the exercise of any such authority or authority by such Partner shall be valid and binding upon all Partners until such power or authority has been rescinded by resolution.

4.4 Place of Meeting.

Meetings of the Partners shall be held at the principal office of the Partnership, or, at such other place as the Partners may, by unanimous agreement, determine.

4.5 Calling of Meetings.

Meetings of the Partners shall be held from time to time at such time and on such day without notice as any Partner may determine.

4.6 Power of Attorney.

Each Partner grants to the other Partner for such time as he remains a Partner to this Agreement, an irrevocable power of attorney for the purposes of filing any notices or registrations as may be required by law in connection with the existence or carrying on of the business of the Partnership.

4.7 Fiscal Year.

Until changed with the unanimous approval of the Partners, the Fiscal Year shall be the fiscal year of the Partnership.

4.8 Banking Arrangements.

The Partners agree that the Partnership shall enter into banking arrangements with any bank or banks or other financial institutions as the Partners shall agree on. All cheques, drafts

and other instruments and documents on behalf of the Partnership may be signed by any one of the Partners alone, unless otherwise agreed between the parties. All Partnership money shall, when received from time to time, be paid and deposited with the bankers of the Partnership to the credit of the Partnership account.

4.9 Books and Records.

Complete and accurate books of account shall be kept at the principal place of business of the Partnership and shall show the condition of the business and finances of the Partnership, and each Partner shall have access to, and may inspect and copy, any part thereof.

4.10 Partnership Property.

Unless otherwise unanimously agreed by the Partners or unless registered in the name of a trustee, all Partnership property shall be registered in the name of the Partnership in proportion to the Capital Account of each Partner.

ARTICLE 5 – DETERMINATION OF PARTNERSHIP

5.1 General.

Except as expressly permitted in this Article 5, or as otherwise unanimously agreed to in writing by the Partners, no Partner may sell, assign, convey, transfer, mortgage, charge or otherwise encumber all or any part of its share or interest in the Partnership.

5.2 Dissolution.

The Partnership shall be dissolved at any time by unanimous resolution of the Partners passed at a meeting of the Partners called for that purpose. The Partnership may also be terminated by unanimous agreement in writing signed by all of the Partners.

5.3 Determination.

In the event of the dissolution of the Partnership, the Partnership shall terminate and a proper accounting shall be made of the capital and income accounts of each Partner and the profit or losses of the Partnership to the date of dissolution by the Accountants. The assets of the Partnership shall be liquidated and the proceeds of such liquidation shall then be distributed as follows, unless the Partners otherwise unanimously agree:

- (a) firstly, to repay all costs, debts, expenses, liabilities and obligations of the Partnership;
- (b) secondly, to pay to each Partner its share of the capital; and
- (c) thirdly, to divide the surplus, if any, between the Partners in the proportions in which they are entitled to share in profits.

In the event that such liquidation proceeds shall not be sufficient to satisfy the liabilities of the Partnership, each of the Partners shall contribute its *pro rata* share, as determined in accordance

with their individual Capital Accounts of the Partnership, of such further funds as shall be necessary to satisfy in full, the liabilities of the Partnership.

5.4 Agreements with Transferees.

In the event that any Partner (in this Section 5.4 called the “**Transferor**”), pursuant to the terms and conditions hereof, purports to transfer all, but not less than all, of its interest or share in the Partnership to any Person (such Person in this Section 5.4 called the “**Transferee**”), then no such transfer shall be made or shall be effective until the Transferee enters into an agreement with the other Partner hereto whereby the Transferee agrees to assume and be bound by all of the obligations of the Transferor and to be subject to all of the terms and conditions of this Agreement.

5.5 Restraining Order.

In the event that any Partner shall at any time purport to transfer, charge or mortgage its interest or share or any part thereof in the Partnership in violation of the provisions of this Agreement, then the other Partner shall, in addition to any rights and remedies which may be available to such Partner, at law or in equity, be entitled to a decree or order restraining or enjoining such transfer, charge or mortgage.

ARTICLE 6 – GENERAL

6.1 Headings.

The headings of any Article, Section or part thereof are inserted for purposes of convenience only and shall not form part hereof and shall not be considered in the interpretation hereof.

6.2 Notices.

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon the party or a representative or officer of the party for whom it is intended, or mailed by certified or registered mail, postage prepaid, or telexed, telegraphed, or telecopied, addressed at such address to such officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, the second business day following the date of mailing, or if delivered via telex, telegraph, or telecopier, the business day following transmission.

6.3 Governing Law.

The validity and interpretation of this Agreement shall be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6.4 Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such invalid or unenforceable provision was omitted.

6.5 Effective Date.

Notwithstanding the actual date of execution hereof, this Agreement shall be effective as of and from the Effective Date.

6.6 Entire Agreement.

This Agreement embodies the entire and final agreement of the Partners with regard to the Partnership and no representations, warranties, agreements, understandings, verbal or otherwise, exist between the Partners except as herein expressly set out.

6.7 Amendments.

No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Partner hereto and any such amendment, alteration, change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this Agreement.

6.8 Time.

Time is of the essence of this Agreement and of every part hereof.

6.9 Further Assurances.

The Partners hereto, and each of them, covenant and agree that each of them shall and will, upon reasonable request of the other Partners, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

6.10 Enurement.

This Agreement and the provisions hereof shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

6.11 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement this day of **April 6th**, to be effective as of the Effective Date in accordance with Section 6.5 of this Agreement.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

Per: _____

Name:

Title:

Per: _____

Name:

Title:

Paper Plane Building pictures



Facing intersection of Willingham Drive and S. Central Ave



Facing S. Central Ave.



Facing away from intersection of S. Central Ave and Willingham Drive



Facing Willingham Drive

DINNER MENU 10PM

POODS

MONDAY
TUESDAY
SATURDAY
SUNDAY 8-10
\$18 SOUTH C
HAYVILLE H.
404-883-1818

WELCOME
ยินดีต้อนรับ

APPETIZERS

- ① CHICKEN SATAY (4pcs)
Contains Peanuts \$10
- THAI CHICKEN WINGS \$10
- TEMPURA CALAMARI \$9
- FRIED SPRING ROLLS (3pcs) \$6
- CHEESE ROLLS (3pcs)
Contains Whitefish/Crab Stick \$6
- TEMPURA VEGGIES
Contains Carrots, Broccoli, Onion and Zucchini \$8
- POT STICKERS (7pcs) \$8
- ① ROTI MASSAMUN
Contains Peanuts and two Roti bread \$10
- SIDE OF ROTI BREAD (2pcs) \$5
- TOFU CORN CAKES (2pcs) \$6
- SHRIMP IN A BLANKET (3pcs) \$9

DESSERTS

- MANGO STICKY RICE
Seasonal
- FRIED ICECREAM
Coconut or Green Tea
- FRIED BANANA
w/ Vanilla Bean Icecream and Peach
- BLUEBERRY SPRING ROLL
w/ Icecream and Mango Sauce
- THAI TEA
- THAI COFFEE
- \$1 FOR LOW ICE / LESS ICE ON ALL

SOUPS

- COCONUT CHICKEN OR TOFU \$5
- COCONUT SHRIMP \$6
- TOM YUM CHICKEN OR TOFU \$5
- TOM YUM SHRIMP \$6

SALADS

- ① HOUSE SALAD
w/ Citrus Vinaigrette \$6
- LEMONGRASS SHRIMP SALAD \$11
- LARB CHICKEN SALAD \$11
- LEMONGRASS FISH SALAD \$12
- SALMON SALAD \$19

SIDES & EXTRAS

- ① PEANUT SAUCE \$1
- CHILI SAUCE \$1
- SPRING ROLL SAUCE \$1
- JASMINE RICE \$2
- STEAMED NOODLES \$3
- STEAMED VEGGIES \$3
- EXTRA CURRY SAUCE
- FRIED EGG

EXTRA SAUCES AND INGREDIENTS
PRICES START FROM \$1 UP.
PLEASE ASK SERVER
FOR DETAILS.

20% gratuity will be added to parties of 10 or more people. Reservation parties must be 10 or more people.

Guests with food allergies, please inform your server.

5% Take-out fee. A 20% gratuity will be added to parties of 5 or more. A minimum tab of \$20 is required for parties of 10 or more people. Reservation parties must be 100% in attendance to be seated. Kitchen is closed on Mondays and Tuesdays. Guests with food allergies, please inform your server prior to ordering.

MONDAY - CLOSED
TUESDAY - FRIDAY 11:00AM - 10:00PM
SATURDAY 5:00PM - 10:00PM
SUNDAY 8:00PM - 10:00PM
818 SOUTH CENTRAL AVE
HARPERVILLE, GA 30518
404-963-6152

WELCOME

ยินดีต้อนรับ

APPETIZERS

① <u>CHICKEN SATAY</u> (4pcs)	\$10
Contains Peanuts	
<u>THAI CHICKEN WINGS</u>	\$10
<u>TEMPURA CALAMARI</u>	\$9
<u>FRIED SPRING ROLLS</u> (3pcs)	\$6
<u>CHEESE ROLLS</u> (3pcs)	\$6
Contains Whitefish/ Crab Stick	
<u>TEMPURA VEGGIES</u>	\$8
Contains Carrots, Broccoli, Onion and Zucchini	
<u>POT STICKERS</u> (7pcs)	\$8
① <u>ROTI MASSAMUN</u>	\$10
Contains Peanuts and two Roti bread	
<u>SIDE OF ROTI BREAD</u> (2pcs)	\$5
<u>TOFU CORN CAKES</u> (2pcs)	\$6
<u>SHRIMP IN A BLANKET</u> (5pcs)	\$9

SOUPS

<u>COCONUT CHICKEN OR TOFU</u>	\$5
<u>COCONUT SHRIMP</u>	\$6
<u>TOM YUM CHICKEN OR TOFU</u>	\$5
<u>TOM YUM SHRIMP</u>	\$6

SALADS

① <u>HOUSE SALAD</u>	\$6
w/ Citrus Vinaigrette	
<u>LEMONGRASS SHRIMP SALAD</u>	\$11
<u>LARB CHICKEN SALAD</u>	\$11
<u>LEMONGRASS FISH SALAD</u>	\$12
<u>SALMON SALAD</u>	\$19

DESSERTS

<u>MANGO STICKY RICE</u>	\$7
Seasonal	
<u>FRIED ICECREAM</u>	\$5
Coconut or Green Tea	
<u>FRIED BANANA</u>	\$7
w/ Vanilla Bean Icecream and Peach Sauce	
<u>BLUEBERRY SPRING ROLLS</u>	\$7
w/ Icecream and Mango Sauce	
<u>THAI TEA</u>	\$4
<u>THAI COFFEE</u>	\$4

\$1 FOR LOW ICE / LESS ICE ON ALL DRINKS

SIDES & EXTRAS

① <u>PEANUT SAUCE</u>	\$1.50
<u>CHILLI SAUCE</u>	\$1.50
<u>SPRING ROLL SAUCE</u>	\$1
<u>JASMINE RICE</u>	\$2
<u>STEAMED NOODLES</u>	\$3
<u>STEAMED VEGGIES</u>	\$3
<u>EXTRA CURRY SAUCE</u>	\$4
<u>FRIED EGG</u>	\$3

EXTRA SAUCES AND INGREDIENTS
PRICES START FROM \$1 UP.

PLEASE ASK SERVER
FOR DETAILS.

5% Take-out fee. A 20% gratuity will be added to parties of 5 or more. A minimum tab of \$20 per person + tip and tax will be required for parties of ten or more people. Reservation parties must be 100% in attendance to be seated. Kitchen stops taking orders at 8:30PM.

① Guests with food allergies, please inform your server prior to ordering. Didn't get what you expected? Please let us know before you dig in.

DINNER MENU

3PM - 10PM

MONDAY - CLOSED
TUESDAY - FRIDAY 11:00AM - 10:00PM
SATURDAY 8:00PM - 10:00PM
SUNDAY 8:00PM - 10:00PM

816 SOUTH CENTRAL AVE
HAPEVILLE, GA 30318
404-963-6152



1
SELECT BASE



CURRIES \$12

MASSAMUN 🌶️

Highlighting quintessential tamarind spice, this asian styled curry dish boasts big flavor and is the perfect comfort food mixing potatoes, carrots, green beans, onions, and peanuts.

PANANG 🌶️

A Thai classic prepared with a balance of rich aromatic flavors accented with bell peppers, zucchinis, eggplants, and Kaffir lime leaves.

GREEN 🌶️🌶️

Made from young chili peppers, this Green Curry dish is not shy on spice! Complete with bell peppers, zucchinis, eggplants, bamboo shoots, and basil leaves.



STIR FRY \$12

BASIL 🌶️

Probably the biggest staple in Thailand, this dish with bell peppers, basil leaves, onions, and green beans tossed in a Thai basil chili sauce.

3 FLAVOR 🌶️

Blending sweet, sour, and spicy, this stir fry dish combines mushrooms, zucchinis, onions, carrots, and bell peppers.



FRIED RICE \$12

TRADITIONAL

Jasmine rice stir fried with peas, carrots, onions, green onions, and egg.

PINEAPPLE

Jasmine rice stir fried with tomatoes, pineapple, onions, green onions, peas, carrots, and egg.

BASIL 🌶️

Jasmine rice stir fried with onions, Thai basil, egg, bell peppers, and basil chili sauce.



NOODLES \$12

PAD THAI

Thin rice noodles stir fried with beansprouts, green onions, and egg, then topped with ground peanuts, fresh beansprouts, and lime.

PAD ZU

Rice noodles stir fried with broccoli, carrots, cabbage, mushrooms, eggs, and home-made sweet soy sauce.

PAD KEE MAO 🌶️

Rice noodles stir fried with Thai basil, onions, bell peppers, egg, and basil chili sauce.

2
SELECT PROTEIN
(ONE ITEM REQUIRED)

CHICKEN \$4

GROUND CHICKEN \$4

ORIGINAL VEGGIES \$2

MIXED VEGGIES \$2

FISH \$6

SHRIMP \$7
(EXTRA 4 PCS)

TOFU \$3

SALMON \$12

FRIED EGG \$3

OPTIONAL SUBSTITUTIONS

EXTRA RICE \$2

BOWL OF RICE \$2

EXTRA NOODLES \$3

-OR-

SELECT ONE OF OUR
SPECIALTIES

Specialties

GOLDEN FISH \$18

Cooked to perfection, our market white fish is topped with a light ginger sauce and delicate aromas. This entrée will melt in your mouth and stands as our house favorite.

LARB CHICKEN SALAD \$17

Mixed greens with sweet and tangy lemongrass herb dressing dotted with chili pepper and grounded toasted sticky rice.

CRAB MEAT FRIED RICE \$20

Popular traditional fried rice served with lump crab meat and slices of cucumber.

KRAPRAO GAI KAI DAO \$16

Thai street-food style minced chicken stir fry with rich, spicy Thai basil topped with fried egg.

5% Take-out fee. A 20% gratuity will be added to parties of 5 or more. A minimum tab of \$20 per person + tip and tax will be required for parties of ten or more people. Reservation parties must be 100% in attendance to be seated. Kitchen stops taking orders at 8:30PM.

① Guests with **food allergies**, please inform your server prior to ordering. **Didn't get what you expected?** Please let us know *before* you dig in.

GROUND LEASE

THIS GROUND LEASE ("Ground Lease"), dated this 8th day of April, 2021 is entered into by and between **IMPERIAL STAR DESTROYER, LLC**, a Georgia limited liability company ("**Landlord**"), and **PAPER PLANE, LLC** ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord is the owner of that certain real property located in the City of Hapeville, County of Fulton, State of Georgia, legally described in **Exhibit A** attached hereto (the "**Land**"); and

WHEREAS, Landlord seeks to lease the Land to Tenant, and Tenant seeks to lease the Land from Landlord and to construct thereon a restaurant in accordance with the terms and conditions hereof ("**Project**").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS.

For all purposes of this Ground Lease, each of the following terms shall have the meaning set out or referred to below.

"Additional Rent" – As defined in Section 5.1(f).

"Affiliated Entity" – (1) Any corporation, partnership, joint venture, trust or other entity which owns more than 50% of the outstanding capital stock of an assigning corporation, more than 50% of the partnership or joint venture, or more than 50% of the beneficial interest of an assigning trust; or (2) any corporation, partnership, joint venture or trust, more than 50% of the outstanding capital stock or partnership or joint venture interest or beneficial interest, as the case may be, of which is owned by the assigning corporation, partnership, joint venture or trust; or (3) any corporation, partnership, joint venture or trust, more than 50% of the outstanding capital stock or partnership or joint venture interest or beneficial interest, as the case may be, of which is owned by a corporation, partnership, joint venture or trust which owns more than 50% of the outstanding capital stock of the assigning corporation or of the partnership, joint venture or beneficial interest of the assigning partnership, joint venture or trust, as the case may be; or (4) any partner which is a partner in the assignor.

"Base Rent" – As defined in Section 5.1(c).

"Building" – The building and improvements to be constructed by Tenant pursuant to this Ground Lease, including the [description of building].

"Commencement Date" – The date Landlord delivers the possession of the Property to Tenant.

“Completion Date” – The date of Substantial Completion.

“Construction Period Rent” – As defined in Section 5.1(b).

“Construction Schedule” – As defined in Section 7.1(b).

“CPI Adjustment” – The product obtained by multiplying the Base Rent by fifty (50%) percent of the percentage increase in the Consumer Price Index from the calendar month immediately preceding the Commencement Date to the month of December immediately preceding the calendar year in which the rental increase is to occur.

“Default Rate” – The lesser of the maximum rate permitted by law, if any, or [twelve (12%)/ percentage in words (percentage in numbers %)] per annum.

“Event of Default” – As defined by Section 20.1.

“Expiration Date” – As defined in Section 3.1.

“Gross Receipts” – All revenue of Tenant derived from and attributable to the Property, specifically including: (1) rent, parking charges and other fees and charges received from Subtenants or other parties in connection with the use, occupancy or operation of any space in the Property; (2) payments to Tenant for the cancellation, modification or termination of a Sublease or for any default under a Sublease; (3) payments to Tenant under rental insurance policies; and (4) the reimbursement from Subtenants of operating expenses, common area maintenance costs and real estate taxes under Subleases which are net leases. Gross Receipts shall not include the following: (i) proceeds from fire, earthquake, or other hazard or casualty insurance or liability insurance policies, or condemnation proceeds; (ii) the proceeds of any Mortgage; (iii) capital contributions made by Tenant or any partner of Tenant; and (iv) reimbursement by any Subtenant for separately metered utility payments.

“Improvements” – Together, the Building and any other development of the Land by the Tenant, including approved site work of landscaping, parking, paving, lighting, and signage.

“Initial Rent” – As defined in Section 5.1(a).

“Institutional Lender” – shall mean a foreign or domestic commercial bank, trust company, savings bank, savings and loan association, life insurance company, real estate investment trust, pension trust, pension plan or pension fund, a public or privately held fund engaged in real estate or corporate lending, or any other financial institution commonly known as an institutional lender.

“Land” – The Land as defined in Preamble (A) consisting of approximately [number of acres/square feet] [acres/square feet] and as shown on Exhibit A.

“Leasehold Estate” – Tenant's leasehold estate arising under this Ground Lease, upon and subject to all the terms and conditions of this Ground Lease, or any part of such leasehold estate or any direct or indirect interest in such leasehold estate.

“Leasehold Mortgage” – As defined in Section 16.1.

“Leasehold Mortgagee” – The mortgagee under any Leasehold Mortgage.

“New Lease” – As defined in Section 16.3.

“Non-disturbance Agreement” – As defined in Section 15.2.

“Partial Taking” – A taking that is less than a Total Taking and affects the rentable portion of the Building.

“Percentage Rent” – As defined in Section 5.1(e).

“Permitted Exceptions” – The matters of record as shown on Exhibit D attached hereto and made a part hereof.

“Plans and Specifications” – As defined in Section 7.1(b).

“Project” – As defined in Preamble (B).

“Property” – The Land and the Improvements together with any other approved structures or improvements located on or made to the Land.

“Rent” – All rent payable pursuant to this Ground Lease, including Initial Rent, Construction Period Rent, Base Rent, Percentage Rent, and Additional Rent.

“Restoration” – As defined in Section 11.2.

“Sublease” – The Space Leases entered into by Tenant pursuant to this Ground Lease.

“Substantial Completion” – The point at which Tenant is able to use the Improvements for its intended use.

“Subtenant” – Any subtenant pursuant to a sublease entered into by Tenant pursuant to this Ground Lease.

“Term” – As defined in Section 3.1.

“Total Taking” – The taking of the entire leasehold estate of Tenant under the power of eminent domain by any public or quasi-public agency or entity.

ARTICLE II. DEMISE.

- 2.1. **Demise.** Landlord, for and in consideration of the rents and covenants herein specified to be paid and performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms and conditions and for the purposes herein set forth, the Land, together with all easements, rights and appurtenances in connection therewith or thereunto belonging, subject to the following:
- (a) Any facts that would be revealed by an accurate survey of the Land;
 - (b) Covenants, restrictions, easements, agreements and reservations;
 - (c) Mortgages, liens and other encumbrances;
 - (d) Zoning regulations and other applicable laws;
 - (e) Existing violations of applicable laws;
 - (f) Physical condition of the Land; and
 - (g) Taxes, assessments, and other charges.
- 2.2. **Ownership of Improvements.** During the Term, the Improvements shall be the property of Tenant and Tenant shall be entitled to all proceeds therefrom. At the end of the Term, or upon the earlier termination of this Ground Lease (unless the Ground Lease is replaced by a New Lease pursuant to the terms hereof), the Improvements shall automatically become the property of Landlord.

ARTICLE III. TERM.

- 3.1. **Term.** The term (the "**Term**") shall commence on the Commencement Date and shall terminate on the ^{April 7th 2031} ~~[years in words] (years in numbers) [th/rd]~~ anniversary of the last day of the calendar month in which the Commencement Date occurs, unless terminated earlier in accordance with the provisions of this Ground Lease, the ("**Expiration Date**").
- 3.2. **Estate for Years.** This Ground Lease creates an estate for years for which all ad valorem taxes assessed against the Property will be paid by Tenant.

ARTICLE IV. CONDITION OF PROPERTY.

- 4.1. **Condition of Property.** Tenant has inspected and is familiar with the physical condition of the Land. Tenant acknowledges and agrees that, except as provided in this Ground Lease, Landlord makes no representation or warranty, express or implied, written or oral, with respect to the present physical or other condition of the Land, including, but not limited to, any of the following:
- (a) The physical condition of the Land, including the environmental condition of the Land, unless described in Section 0 herein;
 - (b) The condition of title to the Land;
 - (c) The status of any rights under, and the compliance with any restrictions imposed pursuant to, any applicable zoning or other law, ordinance or regulation or under any

covenant, condition, restriction, easement, agreement or reservation running with the Land;

- (d) The suitability of the Land for the uses intended by Tenant including, without limitation, any proposed construction upon the Land; or
- (e) The accuracy or adequacy of any information or documentation which has been, or which may be furnished by Landlord to Tenant.

4.2. ~~[OPTIONAL] Title Insurance.~~ On the Commencement Date, Landlord shall deliver to Tenant, at Tenant's expense, an ALTA leasehold policy of title insurance from a title insurer and in a form reasonably acceptable to Tenant, in the amount of \$[amount], insuring Tenant's Leasehold Estate, subject only to the Permitted Exceptions. Landlord and Tenant shall cooperate and execute and deliver all documents necessary for the issuance of such policy.

ARTICLE V. RENT.

5.1. **Payment of Rent.** Tenant shall pay Rent during the term of this Ground Lease to Landlord as follows:

- (a) **Initial Rent.** As initial rent, the sum of ^{\$500} ~~[sum]~~ per month, payable in advance on the Commencement Date and thereafter on the first day of each calendar month during the Term, until the beginning of the Construction Period ("Initial Rent"). 
- (b) **Construction Period Rent.** As construction period rent, the sum of ^{\$6,000k} ~~[sum]~~ per year, payable in advance in equal monthly installments of ~~[installments]~~ per month, commencing on the earlier of (i) the first day of the twelfth full calendar month following the Commencement Date or (ii) the start of the Construction Period, and thereafter on the first day of each calendar month during the Term, until the commencement of the Base Rent as described below ("Construction Period Rent"). 
- (c) **Base Rent.** As base rent, the sum of ^{\$6,000} ~~[sum]~~ per year, payable in advance in equal monthly installments of ~~[installments]~~, commencing upon the earlier of (i) the first day of the twelfth full calendar month following the start of the Construction Period or (ii) the date of Substantial Completion of the Improvements, and thereafter on the first day of each calendar month during the Term, subject to adjustment as provided in subsection 5.1(d) below ("Base Rent"). 
- (d) **Adjustment to Base Rent.** On the third anniversary of the first payment of the Base Rent, and every three years thereafter, the Base Rent shall be increased to an amount arrived at by multiplying the Base Rent for the preceding three-year period by the CPI Adjustment during such three-year period and adding the product to such Base Rent; provided, however, the CPI Adjustment shall not exceed 15% for any of such three-year periods.
- (e) **Percentage Rent.** Tenant shall pay as additional rent an amount equal to [15%] of the Gross Receipts that exceed the Base Rent ("Percentage Rent"). Percentage Rent

shall be paid for each year of the Term commencing with the Base Rent commencement date and shall be due and payable monthly with the then next monthly installment of Base Rent. Within 60 days after the end of each year, Tenant shall furnish to Landlord a statement setting forth in detail the calculation of the Gross Receipts for such year, including a schedule specifying each Subtenant, the net rentable area of each Subtenant's leased premises and the amount paid by each such Subtenant. If such statement reflects that Percentage Rent paid for the period covered is less than the amount payable, Tenant shall pay to Landlord such difference at the time of delivery of the statement. If such statement reflects that Tenant paid more than the amount payable, such amount shall be credited to the next succeeding Rent due.

- (f) **Additional Rent.** Tenant shall pay additional rent as provided elsewhere in this Ground Lease ("**Additional Rent**"). If under the terms of this Ground Lease, Tenant is obligated to pay Additional Rent to a party other than Landlord, Landlord may, if Tenant fails to make the payment as herein required within the grace periods and after notice as provided herein, make the payment on Tenant's behalf. If Landlord makes such a payment, then Tenant shall pay to Landlord the Additional Rent, together with interest thereon which shall accrue at the Default Rate from the time of Landlord's payment of such Additional Rent.

- 5.2. Manner of Payment.** Rent to be paid to Landlord shall be paid in legal tender, without counterclaim, set off or deduction of any kind or nature whatsoever (except as otherwise stated in this Ground Lease) and without notice or demand. For any period of less than a full month, quarter or year for which Rent is payable, the applicable Rent shall be prorated.
- 5.3. Tenant's Records.** Tenant will keep, at its principal offices (or at the Property), true and complete records and books of account relating to the Property in accordance with generally accepted accounting principles reflecting all matters to be covered by statements which Tenant is obligated by this Ground Lease to furnish to Landlord. Landlord may at any reasonable time, at its expense, examine, copy and audit (or cause to be examined and audited) such records and books of account of Tenant.
- 5.4. Past Due Rent.** All past due payments of Rent due Landlord which are not paid within [number of days] days of the due date, shall bear interest at the Default Rate from the date on which such payment is due until paid.
- 5.5. Net Rent.** Except as set forth in this Ground Lease, all Rent shall be absolutely net to Landlord so that this Ground Lease shall yield to Landlord the full amount of the Rent throughout the Term without deduction or offset.

ARTICLE VI. TAXES.

- 6.1. Payment of Taxes.** During the Term, Tenant covenants and agrees to pay or cause to be paid, as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof and prior to delinquency, all taxes, assessments, water rates and

charges and other governmental charges, of any kind and nature whatsoever, including but not limited to assessments for public improvements or benefits, which prior to or during the Term are assessed or imposed upon or become due and payable and a lien upon the Property or the Leasehold Estate or any part thereof (the "**Taxes**"); provided, however, that if any such Taxes are payable, or may at the option of the taxpayer be paid in installments, Tenant may pay the same together with any accrued interest on the unpaid balance of such Taxes in installments as they become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. Tenant covenants to furnish to Landlord within 60 days after the date upon which any such Taxes are payable by Tenant, official receipts of the appropriate taxing authority, or other proof satisfactory to Landlord, evidencing the payment thereof.

- 6.2. Transfer Taxes.** If the State of Georgia, the County of Fulton, or the City of Hapeville claims or asserts that transfer taxes are payable with respect to this Ground Lease, the party set forth in such ordinance as responsible shall pay to such governmental authority any such transfer taxes, costs, expenses and applicable penalties determined to be due.
- 6.3. Tenant's Right to Contest.** Tenant shall have the right before any delinquency occurs to contest or object to the amount or validity of any Taxes by appropriate legal proceedings. Landlord agrees to join in any such proceeding if necessary to properly contest such taxes at no cost to Landlord. Tenant agrees to be liable for any Landlord expenses in connection with such proceedings, including attorney's fees and expenses. During the Term, Landlord shall not contest or object to the amount or validity of any Taxes without the prior written consent of Tenant.

ARTICLE VII. CONSTRUCTION OF IMPROVEMENTS.

7.1. Construction of Improvements.

- (a) **Improvements.** Tenant will improve the Property by constructing thereon the Building and the Parking Structure, in each case, at its own cost and expense.
- (b) **Plans and Specifications.** Tenant shall prepare and submit construction plans, drawings and related documents (the "**Plans and Specifications**") to Landlord for written approval on or before the times established therefor in the Construction Schedule. Landlord shall either approve or disapprove in writing any of the items submitted for approval to Landlord by Tenant pursuant to the Schedule of Performance within 30 days of Landlord's receipt thereof. In the event Landlord disapproves of any such item, Tenant shall cause such item to be appropriately revised as soon as possible after receipt of a notice of disapproval and resubmit the same to Landlord for approval. Landlord and Tenant agree to cooperate reasonably each with the other in resolving any objections of the other to such item and/or requested modifications by the other. Tenant may make changes and modifications which are not material to the Plans and Specifications or other items required to be approved by Landlord pursuant to the Construction Schedule or to resolve a minor inconsistency or ambiguity without obtaining Landlord's prior approval. No material

modification or alteration may be made to such items without the prior written consent of Landlord. During the period that Tenant is preparing the drawings and the Plans and Specifications, Landlord agrees, upon request of Tenant, to schedule and hold regular progress meetings to coordinate the compliance of such drawings and the Plans and Specifications with the construction requirements of this Ground Lease. In addition, Landlord and Tenant agree to communicate and consult as frequently as is necessary to ensure that the formal submission of any item can receive timely consideration.

- (c) **Construction Schedule.** Tenant shall construct the Improvements in accordance with the time schedule set forth in Exhibit B hereto (the “**Construction Schedule**”).
- (d) Tenant shall submit to Landlord on or before each deadline set forth in the Construction Schedule satisfactory evidence of the satisfaction of such deadline.
- (e) **Subleasing.** Tenant shall at all times use diligent and commercially reasonable efforts to enter into Subleases with Subtenants at market rentals which shall obligate the Subtenant thereunder to pay or reimburse Tenant as sublessor thereunder for taxes, insurance, utilities, maintenance and other items of expense (either on a net basis or above specified levels) relating to such Sublease space, on terms reasonably consistent with general market conditions.
- (f) **As-Built Plans and Specifications.** Upon the Completion Date, Tenant shall provide Landlord with a complete and legible full-size set of all as-built Plans and Specifications (including all operating manuals for mechanical systems) regarding all of the Improvements, as such Plans and Specifications may be amended from time to time, within 30 days after the preparation or amendment of such as-built Plans and Specifications.

7.2. Construction Procedures.

- (a) **Conditions to Commencement of Construction.** Tenant shall satisfy the following conditions in accordance with the time schedule set forth in the Construction Schedule, and in no event shall Tenant commence any construction on the Improvements until the following conditions have been satisfied or waived by Landlord, in addition to other conditions and requirements imposed by this Ground Lease:
 - (1) Landlord shall have approved the Plans and Specifications;
 - (2) Tenant shall have submitted to Landlord in writing its good faith estimate of the then anticipated total amount of the development costs for the Improvements together with evidence, reasonably satisfactory to Landlord, of Tenant’s ability to pay such development costs, either through equity contributions or binding commitments for financing;

- (3) Tenant shall have obtained all permits and other governmental approvals necessary to commence such construction;
 - (4) If Tenant intends to employ a general contractor or contractors for the construction of the Improvements, Tenant shall have entered into complete and binding contracts in form and substance reasonably satisfactory to Landlord with such contractor(s) for the construction of the Improvements.
 - (5) Tenant shall have procured and delivered to Landlord the following certificates of insurance naming Landlord as additional insured: (i) comprehensive general liability insurance in an amount of [\$1M]; (ii) contractual liability insurance with respect to Tenant's indemnities under this lease in an amount of [\$1M]; (iii) Contractor's worker's compensation insurance in an amount of [To be covered by Builder]. 
- (b) **Compliance with Laws.** No Improvements, including without limitation, grading, streets, landscaping or the Parking Structure], shall be constructed or maintained upon the Land unless the same conform to and are consistent with applicable zoning for the site, any conditional use permit or other license, permit, or certificate required by governmental authorities in connection with the Improvements, all other applicable governmental requirements and the Plans and Specifications. Before commencement of construction or development of the Improvements, Tenant shall, at Tenant's sole cost and expense, secure any and all applicable permits, licenses and other approvals which may be required by any city, county, state or any other governmental authority having jurisdiction over such construction, development or work. Tenant shall provide a copy of such permit, license or other approval to Landlord prior to commencing the subject work or activity.
- (c) **Construction Standards.** All construction, alteration or repair work permitted herein shall be performed diligently and in accordance with good engineering practices. Tenant shall take all reasonable necessary measures to minimize any damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected thereby. Tenant shall pay (or cause to be paid) all costs and expenses associated with such work and shall indemnify and hold Landlord harmless from all damages, lawsuits and claims attributable to the performance of such work.
- (d) **Landlord's Cooperation.** Landlord will assist and cooperate with Tenant in connection with reasonable requests by Tenant for any permit, license or other approval from any governmental authority which may be reasonably necessary for or which will facilitate the development, operation and use of the Improvements. Landlord agrees to join in granting or dedicating such public or private utility company easements, parking or access easements, or other easements as may be reasonably required for the development and operation of the Property in accordance with this Ground Lease.

- 7.3. **Bonding Requirements.** Prior to the commencement of construction of any portion of the Improvements, Tenant shall obtain or cause to be obtained (a) a performance bond in an amount of not less than 100% of the cost of construction of such portion of the Improvements, as approved by Landlord, naming Landlord and any Mortgagee as additional insured and executed by a corporate surety approved by Landlord; and (b) a payment bond in an amount of not less than 100% of the costs for labor and materials of such portion of the Improvements as approved by Landlord, naming Landlord and any Mortgagee as additional insured and executed by a corporate surety approved by Landlord.
- 7.4. **Mechanics' Liens and Other Liens.** If any liens, encumbrances, and charges (other than liens, encumbrances, and charges created by or approved by Landlord) be filed against the Property or any action of any character affecting the title thereto be commenced, Tenant shall give to Landlord written notice thereof within 48 hours of notice of such lien or action comes to the knowledge of Tenant. During the Term, Tenant shall not permit to remain, and shall promptly discharge, at its sole cost and expense, all such liens upon the Land or any part thereof or any of the Improvements thereon. In addition, Tenant shall, upon demand, furnish a bond as required by Landlord, which results in the removal of such a lien from the Property or provide other evidence satisfactory to Landlord that such lien will be paid, removed or discharged as a claim against the Property.
- 7.5. **Existing Conditions.** To the current actual knowledge of Landlord, the Land does not contain any Hazardous Substances in violation of any Environmental Laws. The limited representation of Landlord contained herein is based on Landlord's environmental site assessment tests performed at the time Landlord acquired the Land. Notwithstanding the foregoing, Landlord agrees that Tenant shall not be liable to Landlord for the contamination, remediation or removal of any Hazardous Substances conclusively determined to have been stored, released or disposed of on the Land prior to the Commencement Date by anyone other than the Tenant.

ARTICLE VIII. USE OF PROPERTY.

- 8.1. **Permitted Uses.** Tenant may use the Land for any lawful purpose consistent with the development and operation of the Land and Improvements as a restaurant.
- 8.2. **Prohibited Uses.** Tenant agrees that in connection with the use and operation of the Property it will maintain standards comparable to those maintained from time to time for other first-class retail properties similar to the Property. Specifically, Tenant will not: (a) create, cause, maintain or permit any nuisance in, on or about the Property; (b) commit or suffer to be committed any waste in, on or about the Property; (c) use or allow the Property to be used for any unlawful purpose, or for any purpose which violates the terms of any recorded instrument affecting the Property; (d) cause or permit any insurance coverage on the Property or the Improvements to become void or voidable or make it impossible to obtain any required insurance at commercially feasible rates; (e) cause or permit any structural damage to the Property or the Improvements or to any adjacent public or private property; or (f) violate or permit a violation of any law, ordinance or regulation applicable to the Property and the Improvements.

- 8.3. **Compliance with Laws.** In the use and occupation of the Land, the construction and operation of the Improvements thereon, and the conduct of its business thereon, Tenant, at its sole cost and expense, shall promptly comply with, and shall include covenants in the Subleases with all of the Subtenants to cause them to promptly comply with all requirements of all Governmental Authorities, which may be applicable to the Property or to the use or manner of use of the Property or the owners, tenants or occupants thereof.
- 8.4. **Environmental Laws.** Tenant shall comply with, and shall include covenants in the Subleases with all of its Subtenants to cause them to comply with, federal, state or local laws, ordinances or regulations ("**Environmental Laws**") relating to: (1) the environmental conditions on, under or about the Property including, but not limited to, soil and groundwater conditions, and (2) the use, generation, manufacture, production, storage or disposal on, under, or about the Property or transportation to or from the Property of flammable explosives, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "**Hazardous Materials**"). For the purpose of this Ground Lease, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated from time to time pursuant to said laws. Tenant shall indemnify, defend, and hold Landlord and its successors and assigns harmless from and against any and all liabilities, losses, suits, claims, demands, actions, costs and/or expenses arising out of Tenant's violation of this section in connection with its construction of the Improvements or the use of the Improvements thereafter. This indemnity shall survive the termination of this Lease.

ARTICLE IX. MAINTENANCE AND REPAIRS.

- 9.1. **Maintenance and Repairs.** Tenant covenants and agrees, throughout the Term, without cost to Landlord, to maintain the Land and the Improvements located thereon, and to keep the same in good order and condition, and shall promptly, at Tenant's own cost and expense, make all necessary repairs, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen, to keep the Land and all Improvements thereon in safe, clean and sanitary condition. When used herein, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by Tenant shall be at least equal in quality and class to the original work, except as otherwise provided herein. Tenant shall keep and maintain all portions of the Land in a clean and orderly condition, free of accumulation of dirt and rubbish. Tenant shall be fully responsible for the operation and maintenance of all of the Improvements and any landscaping, open space and common areas on the Property, and shall operate and maintain, or cause to be operated and maintained, such improvements, landscaping, open space and common areas in good order, condition and repair.

ARTICLE X. INSURANCE.

- 10.1. Casualty Insurance.** Tenant, at its sole cost and expense, shall keep the Improvements insured during the Term for the mutual benefit of Landlord, any Leasehold or Fee Mortgagee, and Tenant, against loss or damage by fire and lightning and against loss or damage by other risks pursuant to a comprehensive all-risk policy of insurance, and endorsed for broad form property damage, all in an amount not less than 100% of the then full replacement cost of the Improvements. Tenant shall also maintain, at its sole cost and expense during the Term, Rental Value insurance indemnifying the Landlord for the agreed rental payment amount for a period not less than two years, due to loss or damage arising from the perils covered in the above insurance.
- 10.2. Liability and Other Insurance.** Tenant, at its sole cost and expense, but for the mutual benefit of Landlord, any Fee or Leasehold Mortgagees, and Tenant as named insureds, shall also maintain comprehensive general liability insurance on an occurrence basis against claims for personal injury, including without limitation, bodily injury, death or property damage, occurring upon, in or about the Land or the Improvements. Such insurance shall be in the minimum amount of not less than [\$1M] with respect to personal injury or death to any one or more persons or to damage to property, or such larger amounts as Landlord may from time to time reasonably determine. Tenant shall also maintain workmen's compensation insurance, automobile liability insurance, product liability insurance, and such other insurance and in such amounts, as may from time to time be reasonably required by Landlord in accordance with good business practices or legal requirements which Landlord is or becomes subject to; provided, however, that Landlord may require Tenant to obtain insurance against damage and/or loss of business caused by flood, earthquake or other perils if, and only to the extent that, such insurance coverage is available in the marketplace at commercially reasonable rates, and the required coverage, including the level of loss deductible, is reasonable in light of similar coverage purchased by other owners of similar buildings in the area.
- 10.3. Forms of Insurance Policies.** All policies of insurance provided for under this Ground Lease shall be effected under policies in such forms and amounts as may from time to time be issued by insurers approved by Landlord. Tenant agrees to name Landlord and any Fee or Leasehold Mortgagees as additional insured on all policies required hereunder. Upon the execution of this Ground Lease and thereafter not less than 30 days prior to the expiration date of each policy, the original of each policy, or a copy thereof certified by an appropriate officer of the insurer as true and complete (or, with the consent of Landlord, in the case of comprehensive general liability insurance, a certificate of the insurer reasonably satisfactory to Landlord) bearing a notation evidencing the payment of the premium, or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord, except that upon demand of any Fee or Leasehold Mortgagee, such policies of insurance shall be delivered to the Fee or Leasehold Mortgagee and certified copies of such policies shall be delivered to Landlord.
- 10.4. Waiver of Subrogation.** Each policy of insurance shall contain, if obtainable, either (i) a waiver by the insurer of the right of subrogation against Landlord, any Fee or Leasehold

Mortgagees, Tenant or any Subtenants for negligence of any of such parties, or (ii) a statement that the insurance shall not be invalidated should any insured waive in writing its right of subrogation prior to a loss accruing to the property described in the insurance policy.

- 10.5. Compliance with Insurer's Requirements.** Tenant shall observe and comply with (and shall, in its Subleases, require that Subtenants observe and comply with) the requirements of all policies of public liability, fire and other policies of insurance obtained pursuant to this Ground Lease. Tenant shall also perform and satisfy the reasonable requirements of insurance companies writing such policies so that at all times companies of good standing satisfactory to Landlord shall be willing to write or to continue such insurance. Tenant shall, in the event of any violations or attempted violations of the provisions of this Section by any Subtenant, undertake all reasonable efforts, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.
- 10.6. Blanket Insurance.** Any insurance provided for in this Ground Lease may be effected by a policy or policies of blanket insurance and may be continued in such form until otherwise required by Landlord; provided, however, that the amount of the total insurance allocated to the Property shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of this Ground Lease. In any such case it shall not be necessary to deliver the original of any such blanket policy to Landlord, but Tenant shall deliver to Landlord and to any Fee or Leasehold Mortgage a certificate or duplicate of such policy in form and content acceptable to Landlord.

ARTICLE XI. DAMAGE AND DESTRUCTION.

- 11.1. Restoration by Tenant.** In case of damage to or destruction of the Improvements or any part thereof by fire or other cause, Tenant, at Tenant's sole cost and expense, whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall restore the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction. Such restoration shall be commenced and prosecuted with due diligence.
- 11.2. Costs of Restoration.**
- (a) **Application of Insurance Proceeds to Restoration.** All insurance money paid on account of any damage or destruction, less the actual cost, fees and expenses, if any, incurred by Tenant, Landlord or any Fee or Leasehold Mortgagee in connection with the adjustment of the loss, which costs, fees and expenses shall be paid to Landlord or any Fee or Leasehold Mortgagee, as the case may be, shall be applied (subject to reasonable terms for disbursement thereof included in any Fee or Leasehold Mortgage), to the payment of the cost of restoration, repairs, replacement, rebuilding or alterations, including the cost of demolition and temporary repairs and for the protection of property pending the completion of permanent restoration, repairs, replacements, rebuilding or alterations (all of which temporary repairs, protection of

property and permanent restoration, repairs, replacement, rebuilding or alterations are hereinafter collectively referred to as the “**Restoration**”), and, subject to reasonable terms for disbursement included in any Fee or Leasehold Mortgage, shall be paid out from time to time to Tenant or in accordance with its directions, as such Restoration progresses, upon the written request of Tenant which shall be accompanied by all certificates, invoices, and releases that may then be necessary to protect Landlord and the Property from any lien, charge or liability (including, without limitation, mechanics’ liens) and the written approval of the Fee or Leasehold Mortgagee, if any, or Landlord if there is then no Fee or Leasehold Mortgagee.

- (b) Tenant to Pay any Deficiency. If the insurance proceeds shall be insufficient in the reasonable judgment of Landlord to pay the entire cost of such Restoration, Tenant shall, to Landlord’s reasonable satisfaction, arrange to pay the deficiency prior to commencement or continuation of construction. Additionally, if the estimated cost of such Restoration exceeds the amount of the insurance proceeds, Landlord may require Tenant, at Tenant’s sole cost and expense, to furnish Landlord with a performance bond and surety bond or other assurances of completion as shall be satisfactory to Landlord.
- (c) Distribution of Excess Insurance Proceeds. Upon the completion and payment in full of the Restoration and the expiration of all applicable lien periods, and so long as there is no default under the terms, conditions, covenants and agreements of this Ground Lease, any balance of the insurance proceeds remaining to be paid shall be paid to Tenant or to any Fee or Leasehold Mortgagee, as their interests may appear.

11.3. No Release of Tenant’s Obligations. No destruction of, or damage to the Property or any part thereof by fire or any other cause shall permit Tenant to surrender this Ground Lease or shall relieve Tenant from its obligations to pay the full Rent payable under this Ground Lease or from any of its other obligations under this Ground Lease.

ARTICLE XII. CONDEMNATION.

12.1. Total Taking.

- (a) Effect of Taking. If during the term hereof there shall be a Total Taking, then the Tenant’s Leasehold Estate shall cease and terminate as of the Date of Taking. If Tenant’s Leasehold Estate is so terminated, all Rent and other charges payable by Tenant to Landlord hereunder attributable to the Land taken shall be paid by Tenant up to and prorated through the Date of Taking.
- (b) Allocation of Award. All compensation and damages awarded in connection with any Total Taking of the Property shall be allocated as follows: (a) to Landlord for its fee interest in the Land (including its interest as Landlord under this Ground Lease, and reversionary interest in the Improvements); and then, (b) to Tenant for its Leasehold Estate and its fee interest in the Improvements (subject to Landlord’s reversionary interest therein) immediately prior to such taking.

12.2. Partial Taking.

- (a) **Effect of Taking.** If during the term hereof there shall be a Partial Taking, then the portion of the Tenant's Leasehold Estate taken shall cease and terminate as of the Date of Taking. If Tenant's Leasehold Estate is so terminated in part, all Rent and other charges payable by Tenant to Landlord hereunder attributable to the portion of the Land taken shall be paid by Tenant up to and prorated through the Date of Taking. In the event of a Partial Taking, except to the extent that Tenant's Leasehold Estate is taken, this Ground Lease shall continue in full force and effect notwithstanding such Partial Taking.
- (b) **Restoration of Property.** Tenant shall, after any such Partial Taking and at its sole cost and expense, repair and restore any damage caused by any such Partial Taking in conformity with the requirements hereof so that after the completion of such Restoration the Improvements shall be, as nearly as possible, in a condition as good as the condition thereof immediately prior to such Partial Taking.
- (c) **Allocation of Award.** The condemnation award for such Partial Taking shall be deposited with the Fee or Leasehold Mortgagee or, if there is none, with the Landlord. The Fee or Leasehold Mortgagee or Landlord, as the case may be, shall, subject to the terms of any Leasehold Mortgage, then make available to Tenant so much of said award as is necessary to effect such Restoration. Upon completion of such Restoration, any portion of the award then remaining will belong to Landlord to the extent of the value of Landlord's interest in the award and thereafter to Tenant. If the cost of the Restoration required to be made by Tenant under this Ground Lease shall exceed the amount of the award therefor, the deficiency will be paid by Tenant.
- (d) **Partial Rent Abatement.** In the event of a Partial Taking, the Rent payable by Tenant shall be adjusted from the Date of Taking. Such Rent adjustment caused by the Partial Taking shall be made by reducing the Rent payable by Tenant based on the ratio between the fair market value of the Leasehold Estate at the Date of Taking to the fair market value of the Leasehold Estate remaining immediately thereafter, valued for the use being made of the Leasehold Estate by Tenant immediately prior to such Partial Taking. Tenant and Landlord shall negotiate in good faith with respect to such Rent adjustment. In the event Tenant and Landlord cannot agree on the appropriate adjustment to be made to Rent, either party may compel the resolution of the dispute by arbitration.

12.3. **Temporary Taking.** If all or any portion of the Property shall be taken for temporary use or occupancy, this Ground Lease shall continue in full force and effect without reduction or abatement of Rent, notwithstanding any other provision of this Ground Lease, statute or rule of law to the contrary, and Tenant shall, in such event, be entitled to any award specifically made for the repair and restoration of any damage to the Land, or any Improvements thereon, as a result of such temporary use or occupancy and to the amount of the award for such taking applicable to the period of such temporary use or occupancy included in the Term of this Ground Lease, and Landlord shall be entitled to the remainder

of the award. Tenant, however, shall, upon the termination of the temporary Taking, at its sole cost and expense, repair and restore any damage to the Land or the Improvements caused by such temporary use or occupancy, whether or not the award received by Tenant is sufficient for such purpose.

- 12.4. Rights of Mortgagees.** Notwithstanding anything to the contrary elsewhere in this Ground Lease, in the event that Tenant's Leasehold Estate is subject to a Leasehold Mortgage or a Fee Mortgage, all amounts payable to Tenant with respect to condemnation, if required by the Leasehold Mortgage or the Fee Mortgagee, shall be paid to such Mortgagees, in the order of their priority, to be applied by the Mortgagees in accordance with the Mortgages. Such Mortgagees shall have the right to participate in any condemnation proceeding affecting the Property.
- 12.5. Definitions.** For purposes of this Section, the "**Date of Taking**" shall be deemed to be the earlier of (i) the date on which actual possession of all or a portion of the Premises is acquired by any lawful power or authority pursuant to the provisions of applicable federal or state law, or (ii) the date on which title to all or a portion of the Premises shall have vested in any lawful power or authority pursuant to the provisions of the applicable federal or state law.

ARTICLE XIII. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS.

- 13.1. Landlord's Right to Perform Tenant's Obligations.** If Tenant shall at any time fail to pay any Taxes or other charge in accordance with this Ground Lease within the time therein permitted, or to pay for or maintain any of the insurance policies provided for herein within the time therein permitted, or to make any other payment or perform any other act on its part to be made or performed under this Ground Lease, within the time permitted by this Ground Lease, then Landlord, after 10 days' written notice to Tenant (or, in case of any emergency, without notice or with such notice as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may, but shall not be required to, pay such Taxes or other charges payable by Tenant, or make such other payment or perform such other act on Tenant's part required by this Ground Lease, and may enter the Property for such purpose and take all such action as may be necessary therefor.
- 13.2. Right of Landlord to Inspect and Repair.** Tenant will permit Landlord and its authorized agents and representatives to enter the Property at all reasonable times, subject to the rights of Subtenants, for the purpose of inspecting the Property. If, as a result of any such inspection or otherwise, Landlord determines that Tenant has breached any of its repair, use, maintenance or restoration obligations under this Ground Lease, then Landlord may (but shall not be required to) take any action to cure such breach (subject to the applicable notice and cure rights of Tenant). Nothing herein shall imply any duty on the part of Landlord to perform any such inspections or to do any work or perform any act in connection therewith or subject Landlord to any liability in connection therewith. Landlord shall be responsible for any loss or damage caused by the negligent acts of its agents or employees in taking any action authorized hereby.

- 13.3. Additional Rent.** All sums paid by Landlord pursuant to this Article XIII and all costs and expenses incurred by Landlord in connection with the performance of any act authorized by this Article XIII (together with interest thereon at the Default Rate from the respective dates of Landlord's making of each such payment or incurring of each cost or expense) shall constitute Additional Rent payable by Tenant under this Ground Lease and shall be paid by Tenant to Landlord on demand.

ARTICLE XIV. ASSIGNMENT.

- 14.1. Assignments Prohibited.** Tenant may not assign this Ground Lease, or any interest herein, or otherwise sell, transfer or convey any right, title or interest Tenant may have in the Property, without the prior written consent of Landlord. Any such assignment without the Landlord's prior written consent shall be void and of no effect. In the event the Tenant obtains the Landlord's consent to such an assignment, the Tenant may only assign all (and not part) of its right, title and interest in the Ground Lease, the Land and the Improvements. If Tenant is a partnership, joint venture or corporation, any direct or indirect sale, assignment or other transfer of 50% or more of the partnership or joint venture interest (whether in one transaction or as a result of a series of transactions) or any direct or indirect sale, assignment or other transfer of 50% or more of the outstanding voting stock, or of any class of voting stock if there is more than one such class, of such a corporation (whether in one transaction or as a result of a series of transactions) shall constitute an assignment by Tenant of this Ground Lease.
- 14.2. Permitted Transfers.** Notwithstanding the above, any sales, assignments or transfers which arise out of any of the following circumstances shall not be deemed an assignment for purposes of this Ground Lease, and shall not require the prior written consent of the Landlord: a sale, assignment or other transfer resulting from the death or mental or physical incapacity of an individual; provided, however, that the Landlord must be satisfied, in its sole discretion, that the Land and Improvements will be managed and operated (and, if prior to Substantial Completion of the Improvements, developed and constructed) by a person qualified to do so, and in a manner consistent with the provisions of this Ground Lease; a sale, assignment or other transfer to a trust for the benefit of the transferor's spouse, children, grandchildren or other family members for estate planning purposes; a sale, assignment or other transfer to an "**Affiliated Entity**" (as defined above), provided that the assignor or transferor remains liable; or if Tenant is a limited partnership, a sale, assignment or other transfer of limited partnership interests to or among any entities or persons, provided the current general partners of the limited partnership remain as general partners.
- 14.3. Landlord's Consent to Assignments.** Tenant may only assign all of its rights, title and interest in and to this Ground Lease, the Land and the Improvements to a person or other entity, who, in Landlord's judgment, (1) has a financial net worth sufficient to discharge the obligations of Tenant hereunder, (2) will not materially adversely affect the long-term financial viability of the Property or the Rent to be received by Landlord, (3) has a good business and character reputation in the community, and (4) (if the assignment is to occur prior to the occurrence of the Completion Date) has proven construction, development and

property management experience equal to or greater than Tenant's. The following information and assurances shall be provided to Landlord as part of Tenant's request for consent: (a) the name and address of the proposed Assignee; (b) financial information regarding the proposed Assignee, including a copy of its most recent audited balance sheet and income statement, credit references and a report from a recognized credit rating agency; and (c) the identity, background and experience of all directors, officers, general partners or other principals of the proposed Assignee, and the senior operational officer, agent or employee in charge of the Property. Before any proposed assignment can be effective for any purpose under this Ground Lease, the proposed Assignee must assume in writing the performance of all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such assignment.

ARTICLE XV. SUBLETTING.

15.1. Requirements for Subletting.

- (a) **Generally.** Tenant may enter into Subleases from time to time in accordance with the terms of this Ground Lease and without Landlord's prior approval; provided, however, that all Subleases shall be expressly subject to the terms of this Ground Lease and the following additional criteria:
 - (1) **Third Party Subtenants.** All Subleases shall be with independent third parties who are not Affiliates; shall be based on arm's-length negotiations between Tenant and such independent third parties; and shall provide for the payment of rent at market rates and upon standard and customary terms and conditions for users of comparable commercial retail space.
 - (2) **Subordination to Ground Lease.** All Subleases shall provide that they shall be subject and subordinate not only to this Ground Lease, but also to any new lease made by Landlord.
 - (3) **Consistent with Character of Project.** All Subleases shall be for a use which is consistent with the nature of the Improvements of the construction Project. Notwithstanding any subletting, Tenant shall, at all times, remain liable for the performance of all of the covenants and agreements under this Ground Lease on its part to be so performed.

- 15.2. Non-disturbance Agreements.** Any Subtenant or proposed Subtenant under a Sublease which is consistent with this Ground Lease and who has not otherwise been in default of its lease may apply to Landlord for a right of quiet enjoyment in recordable form (a "**Non-disturbance Agreement**") during the term of the Sublease, notwithstanding the expiration, termination or cancellation of this Ground Lease; provided that such Subtenant agrees that in the event this Ground Lease expires, terminates or is cancelled during the term of the Sublease, the Sublease shall be deemed a direct lease between Landlord and such Subtenant and the Subtenant shall attorn to Landlord. Landlord shall base its determination whether or not to grant such Non-disturbance Agreements upon information provided by the

Subtenant, including, but not limited to, a copy of the proposed form of Sublease, relevant financial information concerning the proposed Subtenant, and relevant information concerning the business character and reputation of the proposed Subtenant.

ARTICLE XVI. UNSUBORDINATED LEASEHOLD MORTGAGES.

- 16.1. Tenant's Right to Mortgage Leasehold Estate.** Tenant shall have the unrestricted right, from time to time, to pledge or mortgage Tenant's Leasehold Estate to a Leasehold Mortgagee without the prior consent of Landlord (a "**Leasehold Mortgage**"); provided, however, that no such Leasehold Mortgage shall be valid or effective (a) unless simultaneously therewith the Tenant's title to and interest in the Improvements shall be pledged to and encumbered by such Leasehold Mortgage, and (b) until there shall be delivered to Landlord a conformed original or certified copy of the recorded Leasehold Mortgage, containing the name and address of the Leasehold Mortgagee. In no event shall Landlord be obligated to pledge its fee interest in the Property under any such Leasehold Mortgage; provided, however, that Landlord may be obligated to pledge its fee interest in the Property to a "**Fee Mortgage**", as defined below, under circumstances described in Article XVII below. Tenant agrees that it shall not encumber the Property with more than one (1) Leasehold Mortgage at any one time without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.
- 16.2. Leasehold Mortgagee's Notice and Cure Rights.** With respect to any valid Leasehold Mortgage, it is agreed by and between Landlord and Tenant as follows:
- (a) Landlord will mail to the Leasehold Mortgagee a copy of any notice or other communication from Landlord to Tenant under this Ground Lease to the address of such Leasehold Mortgagee as provided to Landlord at the time of giving such notice or communication to Tenant, and no termination of this Ground Lease, or of Tenant's right to possession of the Property or any reletting of the Property by Landlord which requires the giving of such notice, shall be effective unless Landlord gives to the Leasehold Mortgagee written notice, or a copy of its notice to Tenant of such default or termination. Upon the expiration of any applicable cure period, Landlord will notify Leasehold Mortgagee of Tenant's failure to effectuate a cure within said cure period.
 - (b) In the event of any default by Tenant under any of the provisions of this Ground Lease, the Leasehold Mortgagee will have the same grace period as is given Tenant for remedying such default or causing it to be remedied, plus an additional period of 30 days after the expiration thereof. The Leasehold Mortgagee, without prejudice to any of its rights against Tenant, shall have the right to cure such default hereunder within such extended grace period, and Landlord shall accept such performance on the part of the Leasehold Mortgagee as though the same had been performed by Tenant; and for such purpose Landlord and Tenant hereby authorize the Leasehold Mortgagee to enter upon the Property and to exercise any of Tenant's rights and powers under this Ground Lease.

- (c) In the event of any default by Tenant under any of the provisions of this Ground Lease which can reasonably be cured by the Leasehold Mortgagee, and if prior to the expiration of the applicable grace period, the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the interest of Tenant in the Ground Lease and the Improvements by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, then Landlord will not terminate or take any action to effect a termination of this Ground Lease or reenter, take possession of or relet the Property or otherwise enforce performance of this Ground Lease so long as the Leasehold Mortgagee is diligently proceeding to effect such foreclosure or the curing of such default and all Rent is being paid currently. In the event the nature of any such default is such that the Leasehold Mortgagee must take possession of the Property in order to cure such default, or there is an official restraint such as a judicial order or administrative order, including without limitation an automatic stay in bankruptcy, the running of all applicable grace periods shall be tolled so long as all Rent is being paid currently and the Leasehold Mortgagee is diligently attempting to obtain such possession.

16.3. New Lease. If, despite the notice and cure provisions described above, the Ground Lease is terminated as the result of any default by the Tenant or any other reason, then, as long as the Leasehold Mortgagee diligently proceeds to effectuate any such cures as it is capable of curing, and otherwise performs all obligations of the Tenant hereunder, then Landlord will execute and deliver to the Leasehold Mortgagee or to the purchaser, assignee or transferee, as the case may be, a new lease of the Land (the “**New Lease**”). Such new lease shall be for a term equal to the remainder of the Term before giving effect to such termination, shall contain the same covenants, agreement, conditions and limitations as this Ground Lease, and shall be subject only to encumbrances and other matters existing as of the date hereof. In such event the ownership of all Improvements shall be deemed to have been transferred directly to such transferee of Tenant’s interest in this Ground Lease. Landlord shall execute such deed or other instrument of conveyance as may be necessary for title to the Improvements to be insured in such transferee of Tenant’s interest. Any new lease made pursuant to this Section shall have the same priority as the original Ground Lease with respect to any mortgage or other lien, charge or encumbrance on the fee of the Land created by Landlord. In order to effectuate such priority, all such subordinate liens, charges or other encumbrances on the fee of the Land created by Landlord shall contain express provisions to the effect that such lien, charge or encumbrance shall be subordinate to any such new lease, and that the mortgagee or other beneficiary thereof shall, upon request, confirm to Tenant and any Leasehold Mortgagee such subordination.

16.4. Other Rights of the Leasehold Mortgagee.

- (a) There shall be no merger of Tenant’s Leasehold Estate with the fee estate in the Land by reason of the fact that Tenant’s Leasehold Estate may be held directly or indirectly by or for the account of any person who shall also hold directly or indirectly the fee estate, or any interest in such fee estate, nor shall there be any such merger by reason of the fact that all or any part of Tenant’s Leasehold Estate may be conveyed or

mortgaged to a Leasehold Mortgagee who shall also hold directly or indirectly the fee estate, or any part thereof, in the Land or any interest of Landlord under this Ground Lease.

- (b) No termination or rejection of this Ground Lease by Tenant shall be valid or effective, and neither this Ground Lease nor any of the terms hereof may be amended, modified, changed, rejected or cancelled without the prior written consent of the Leasehold Mortgagee.
- (c) Landlord hereby consents to the inclusion of a provision in the Leasehold Mortgage for the assignment of rents from Subleases to the Leasehold Mortgagee, effective upon any default under the Leasehold Mortgage.
- (d) This Ground Lease may be assigned to a Leasehold Mortgagee by an assignment in lieu of foreclosure of a Leasehold Mortgage or pursuant to a foreclosure sale or sale pursuant to power of sale under a Leasehold Mortgage and may be further assigned by the Assignee or purchaser without the prior consent of Landlord, provided the ultimate Assignee assumes the Tenant's obligations under this Ground Lease. The liability of such Leasehold Mortgagee or other Assignee under such assumption agreement shall be limited to the period of ownership of this Ground Lease.
- (e) In the event that there is more than one Leasehold Mortgage affecting the Leasehold Estate, the most senior Leasehold Mortgagee has priority in terms of exercising the rights of a Leasehold Mortgagee.
- (f) Landlord and Tenant hereby agree to cooperate in including in this Ground Lease, by suitable amendment from time to time, any provision which may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of implementing the provisions contained in this Ground Lease with respect to the protection of the lien of the Leasehold Mortgagee and allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of the Leasehold Mortgage on the occurrence of an Event of Default hereunder; provided, however, that any such amendment shall not in any way affect the Term or Rent under this Ground Lease, nor otherwise in any material respect adversely affect any rights of Landlord under this Ground Lease.

ARTICLE XVII. SUBORDINATED LEASEHOLD MORTGAGES.

- 17.1. Landlord's Covenant to Mortgage Fee.** Provided that there does not exist an Event of Default by Tenant under the terms of this Ground Lease, Tenant shall have the right at any time from and after Substantial Completion of the Improvements, upon written request, to require Landlord to execute and deliver one or more mortgages (or such other instrument or instruments as may be reasonably required) whereby Landlord pledges its fee simple interest in the Property as additional collateral for a loan payable by Tenant ("**Fee Mortgages**"), subject to the conditions contained herein.

17.2. Permitted Fee Mortgages. The Landlord's covenant to pledge its fee interest in the Property as additional collateral for any Fee Mortgage is subject to the following conditions:

- (a) Any loan secured by a Fee Mortgage shall be made by an **"Institutional Lender"**, as defined above.
- (b) Any initial loan (**"Initial Loan"**) shall satisfy the following requirements:
 - (1) Tenant shall provide evidence satisfactory to Landlord that at least \$[500,000] has been invested, as equity, in Tenant's development of the Property.
 - (2) The maximum amount of the Initial Loan shall be \$[N/A], during the first 10 years of such financing, and thereafter shall not exceed an amount equal to the maximum amount of the Initial Loan amortized over a 30-year period (the **"Amortization Amount"**). Subject to the maximum amount limit set forth above, the initial principal amount of the Initial Loan may be increased by draws made subsequent to the initial funding to pay for items approved by the Landlord.
- (c) Any refinancing (**"Refinancing"**) shall satisfy the following requirements:
 - (1) All proceeds of any Refinancing shall be used to pay down or pay off all or some portion of the then existing financing secured by the Fee Mortgages encumbering the Landlord's fee interest in the Property.
 - (2) The amount of any Refinancing, when combined with the amount of any other Refinancing outstanding with respect to the Property, shall not exceed the lesser of (a) the maximum amount of the Initial Loan, or (b) the maximum amount of the Amortization Amount.

17.3. Terms and Conditions of Fee Mortgages. Any Fee Mortgages permitted as described above, shall be subject to the following terms and conditions:

- (a) The terms and conditions of the instrument or instruments by which Landlord shall pledge its fee title in the Property to the Fee Mortgage, all other instruments to be executed in connection with such Fee Mortgage and the loan it secures and affecting Landlord shall be consistent with the terms of this Ground Lease, and reasonably satisfactory to the Landlord.
- (b) Landlord shall not be required to execute any note to be secured by a Fee Mortgage. Any such Fee Mortgage and other instruments executed by Landlord in connection therewith shall provide that (i) the Landlord executes such documents solely for the purpose of pledging Landlord's fee title in the Property to the lien of the Fee Mortgage, and (ii) Landlord does not assume any liability whatsoever for the payment of the note secured by the Fee Mortgage or other instrument, or any other obligations,

liabilities, or duties under the Fee Mortgage, the note, any other such document or otherwise.

- (c) Landlord shall not be required to pledge its fee interest in the Property to any Fee Mortgage for a period beyond 25 years from the date of Substantial Completion of the Improvements. In the event that, as the result of a default under the terms thereof, there exists on or after such date a Fee Mortgage that has not been satisfied in full in accordance with its terms, then the pledge of the Landlord's fee interest shall continue only for as long as any such Fee Mortgagee shall diligently proceed with foreclosure proceedings under the terms of such Fee Mortgage and applicable law.
- (d) Any Fee Mortgage and related instruments shall expressly provide that the Fee Mortgagee shall give Landlord notice of default thereunder simultaneously with the giving of such notice to Tenant, and that Landlord shall have the right to cure such default within the same time periods as Tenant, plus 30 days, from the date that Landlord receives notice thereof, and that performance by the Landlord or payment of any sums due shall be accepted by the Fee Mortgagee as if such performance or payment had been made by the Tenant. Any sums paid by Landlord pursuant to this provision shall become immediately due and payable from Tenant to Landlord as Additional Rent due under this Ground Lease.

ARTICLE XVIII. TRANSFER OF LANDLORD'S INTEREST.

- 18.1. Transfer of Landlord's Interest.** Landlord shall have the right at any time, and from time to time during the term hereof, to sell or assign to any person all or any portion of its fee interest in the Land or any portion thereof, subject, however, to Tenant's Leasehold Estate created hereby and all interests relating thereto, including but not limited to, any Leasehold Mortgage, Fee Mortgage, or Sublease.
- 18.2. Attornment.** In the event that Landlord sells, conveys, or otherwise transfers its interest in the Land, whether voluntarily, involuntarily, by foreclosure (or by deed in lieu of foreclosure) of a Fee Mortgage, or by operation of law, then this Ground Lease shall remain in full force and effect and shall not be terminated, provided that with respect to any such transfer by foreclosure or deed in lieu of foreclosure, the terms of this Ground Lease shall be subject to the terms of the applicable non-disturbance, subordination and attornment agreement, if any. Tenant hereby agrees that it will attorn to and recognize any successor to Landlord's interest in the Land as the new Landlord under this Ground Lease, and Tenant hereby covenants and agrees that it will execute any instruments reasonably required by such successor evidencing the same, provided that such successor shall not be bound by (i) any payment of Rent for more than one month in advance, (ii) any provision of any amendment to the Ground Lease to which Fee Mortgagee has not consented, (iii) the defaults of any prior Landlord under this Ground Lease, except to the extent such Fee Mortgagee was given notice of and an opportunity to cure such default and failed to do so, or (iv) any offset rights arising out of the defaults of any prior Landlord under this Ground Lease, except to the extent such Fee Mortgagee was given notice of and an opportunity to cure such default and failed to do so. Upon such attornment, this Ground Lease shall

continue in full force and effect as a direct lease between each successor Landlord and Tenant, subject to all of the terms, covenants and conditions of this Ground Lease.

ARTICLE XIX. ESTOPPEL CERTIFICATES.

- 19.1. Estoppel Certificates.** Landlord, on at least 30 days' prior written request by Tenant, and Tenant, on at least 30 days' prior written request by Landlord, will at any time and from time to time deliver to the party making such request or to any Mortgagee a statement in writing (an "**Estoppel Certificate**") certifying that this Ground Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the date to which the Rent and any other deposits or charges have been paid and stating whether or not, to the best knowledge of the party executing such certificate, the party requesting such statement is in default in the performance of any covenant, agreement or condition contained in this Ground Lease and, if so, specifying each such default of which the executing party may have knowledge and any other additional information that a Fee or Leasehold Mortgagee may reasonably require.

ARTICLE XX. DEFAULT AND REMEDIES.

- 20.1. Tenant's Default.** The occurrence of any of the following shall constitute a material default and breach of this Ground Lease by Tenant (an "**Event of Default**"):
- (a) Any failure by Tenant to pay any Rent or to make any other payment required to be made by Tenant hereunder where such failure continues for 10 days after written notice thereof by Landlord to Tenant.
 - (b) A failure by Tenant to perform any of the items required to be performed pursuant to the Construction Schedule by the times set forth therein for such performance.
 - (c) A failure by Tenant to observe and perform any other provision of this Ground Lease to be observed or performed by Tenant, where such failure continues for 30 days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently proceed to complete such cure.
 - (d) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 90 days); or the appointment of a trustee or receiver to take possession the Property, where possession is not restored to Tenant within 90 days.

20.2. Remedies. Upon the occurrence of an Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the following remedies:

- (a) Landlord shall have the immediate option to terminate this Ground Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate, and in such event, Landlord may recover damages from Tenant.
- (b) Landlord may, without terminating this Ground Lease, recover all Rent as it becomes due and may relet the Property (or any part thereof), upon such terms and conditions as Landlord in its sole discretion may deem advisable. If Landlord shall elect to so relet, then all rentals received by Landlord from such reletting (or from Subtenants) shall be applied: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting not covered by the rentals received from such reletting.

ARTICLE XXI. RIGHTS AND OBLIGATIONS UPON TERMINATION.

- 21.1. Surrender of Land and Improvements.** Upon the expiration or earlier termination of this Ground Lease pursuant to the terms hereof, or upon any reentry by Landlord upon the Property pursuant to Article XX hereof (subject to any right of a Leasehold Mortgagee hereunder to a new lease), Tenant shall surrender to Landlord the Property in good order, condition and repair (except for reasonable wear and tear, and takings by eminent domain) and free and clear of all liens and encumbrances (other than those permitted hereby or otherwise created or consented to by Landlord); provided, however, that Tenant shall have no right to surrender the Property (except a surrender upon the expiration of the Term or upon termination by Landlord pursuant to and subject to the provisions of this Ground Lease) and Landlord will not accept any attempted surrender unless the prior written consent of any Leasehold Mortgagee shall have been obtained. If requested to do so, Tenant shall also execute, acknowledge and deliver to Landlord such instruments as may be necessary or desirable to effectuate the termination of the Ground Lease, the transfer of the Leasehold Estate to the Landlord, or to perfect Landlord's right, title and interest in and to the Property.
- 21.2. Mandatory Removal of Improvements.** On the Expiration Date or sooner termination of this Ground Lease, Tenant shall remove, at the sole cost and expense of Tenant, and not later than 90 days after the expiration or earlier termination of this Ground Lease, all structures, buildings and improvements of any kind whatsoever placed or maintained on

the Property by Tenant and others; and Tenant shall, upon the expiration or earlier termination of this Ground Lease, immediately restore, and quit, and peacefully surrender possession of the Property to Landlord in at least as good and usable condition, reasonably acceptable to Landlord, as the same was in at the time of first occupation thereof by Tenant or others, ordinary wear and tear excepted. Should Tenant fail to remove said structures, buildings and improvements and restore the property, Landlord may do so and Tenant agrees to be liable for, and shall reimburse Landlord, for any and all costs and expenses incurred in connection therewith. Tenant's obligations and covenants under this Section 21.2 shall survive the termination of this Ground Lease.

ARTICLE XXII. MISCELLANEOUS.

- 22.1. Entire Agreement.** This Ground Lease and the documents signed and delivered by Landlord and Tenant in connection with herewith and referred to herein contain the entire agreement between the parties hereto with respect to the Land, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them other than as set forth in this Ground Lease and such other documents, which are intended to be an integration of all prior or contemporaneous promises, agreements, conditions and undertakings between the parties hereto relating to the Land. In executing and delivering this Ground Lease, Tenant has not relied on any statement, representation or warranty by Landlord or any of its agents or employees which is not set forth in this Ground Lease or in such other documents.
- 22.2. Severability.** If any provision of this Ground Lease or the application thereof to any extent shall be invalid or unenforceable, the remainder of this Ground Lease, or the application of such provision to the parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Ground Lease shall be valid and be enforced to the fullest extent permitted by law.
- 22.3. Notices.** Each notice that is to be given or made or communicated pursuant to this Ground Lease shall be in writing and shall be deemed to have been received, and shall be effective, (i) when delivered in person (including, without limitation, by messenger or courier), or (ii) when received via facsimile, or (iii) [two (2)] days after having been mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by overnight mail service, receipt requested, at the following addresses: If to Landlord: Imperial Star Destroyer, LLC, Attention: Sujaree Hewitt, 1744 Annie St., Atlanta, GA, 30318. If to Tenant, Paper Plane, LLC, Attention: Sujaree Hewitt, 5116 Powers Ferry Road, Atlanta, GA, 30327. Each party shall have the right at any time and from time to time to designate a different address, or additional or other party or parties, at such additional or other addresses for the delivery of notices, by giving notice in accordance with the foregoing, such different addresses and/or parties being effective from and after the date of receipt of such notice by the other party.
- 22.4. Brokers.** Tenant and Landlord each represent to the other that it has not dealt with any broker other than [name of broker] ("**Broker**") in connection with this Ground Lease and that no other broker has negotiated this Ground Lease or is entitled to any fee or

commission in connection therewith. Landlord or Tenant, as the case requires shall be responsible for the payment of the commission owed to the Broker arising out of this lease. Landlord (or Tenant) shall defend, indemnify and hold the other harmless against any claims for commission arising out of conversations or negotiations by Landlord (or Tenant) with anyone other than Broker.

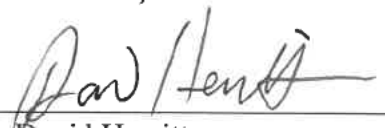
- 22.5. Governing Law.** It is the intent of the parties hereto that all questions with respect to the construction of this Ground Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State in which the Property is located without regard to its rules of conflicts of laws.
- 22.6. Modifications.** No change or modification of this Ground Lease or of any of the provisions hereof shall be valid or effective unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Ground Lease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.
- 22.7. Counterparts.** This Ground Lease may be executed in several counterparts and the counterparts shall constitute but one and the same instrument.
- 22.8. Waiver of Jury Trial.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on, or in respect of, any matter whatsoever arising out of or in any way connected with this Ground Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy and/or any claim of injury or damage.
- 22.9. Recording.** Except as otherwise permitted in this Section, neither this Ground Lease nor any other writing with respect to this Ground Lease may be recorded without the express written consent of Landlord. **[OPTIONAL]** - Concurrently with the execution of this Ground Lease, Landlord and Tenant shall execute and record a recordable memorandum of this Ground Lease in the form of Exhibit C attached hereto. Landlord and Tenant further agree to promptly execute a cancellation of this Ground Lease and any memorandum of it upon the expiration or earlier termination of this Ground Lease which cancellation shall be in proper form for recordation in the records of Fulton County, Georgia.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ground Lease as of the date first above written.

TENANT:

PAPER PLANE, LLC

By: 

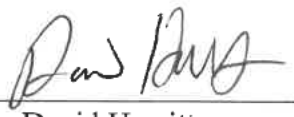
Name: David Hewitt

Title: Member

Date: April 8th 2021

LANDLORD:

IMPERIAL STAR DESTROYER

By: 

Name: David Hewitt

Title: Member

Date: April 8th 2021



Alcohol License Establishment Planning & Zoning Form

Date: January 11, 2022

Business Name: Paper Plane

Business Address: 816 S Central Avenue, Hapeville, GA 30354

Contact Name: Napol Suteeluxanaporn

Business Owner Address: 816 S Central Avenue, Hapeville, GA 30354

Building Square Footage: 4004 SF

Square footage of Business Unit: 4004 SF building + 1458 SF outdoor space.

Will the establishment provide patio/outdoor dining? Yes

Number of Parking Spaces Provided: On-street and adjacent parking lot - 30 spaces

STAFF USE ONLY

Zoning Classification: V, Village

Sec. 93-11.1-2. - Permitted uses.

The following are permitted within the V zone:

(2) Any use permitted in the C-1 zone subject to the requirements of this article;

Sec. 93-13-3-3. - Permitted uses.

(27) Restaurants or carry-out restaurants but not including drive-through/drive-in restaurants. Such restaurants shall be allowed to operate no more than six billiard tables upon the premises. Drive-through or drive-in restaurants may be allowed through special permit. The desired configuration for a drive-through or drive-in restaurant is not a stand-alone building in this district but rather part of a larger development.

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

Number of parking spaces required by zoning: Adequate parking provided. Approved site plan.

Outdoor dining: City's Code Sec. 5-6-4. - Sales outside of licensed premises.) requires a defined and enclosed patio area. Enclosure should be shown.

Staff Finding: Compliant with enclosure for outdoor dining.
Zoning Compliance

Zoning Classification: U-V, Urban Village. The business is a restaurant which has an approved occupational tax permit for zoning compliance in the U-V zoning district.

Alcoholic Beverage Ordinance Compliance

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

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

The proposed location is in a commercial corridor of Hapeville.

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

There are no distance requirements for on-site consumption.

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

The site plan has been approved for the project with adequate parking facilities.

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

This area is designated as a commercial area.

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

The business is compliant with zoning.

Sec 5-6-3 – On premises consumption establishments.

- (2) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. for licensed establishments whose property lines abut an area zoned residential, and 2:00 a.m. and 8:00 a.m. for all others. Except for bed and breakfasts and hotels, all patrons shall vacate such licensed establishments whose property lines abut an area zoned residential no later than 12:45 a.m., and 2:45 a.m. for all others. For purposes of this subsection, "residential" shall mean any parcel of land designated for use as a single or multifamily dwelling and duplexes.

- (3) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted on Sundays between the hours of 8:00 a.m. and 11:00 a.m.

The stated business hours of 11am to 10pm (Tue-Fri) and 4pm-11pm (Sat-Sun) meet the hours required above.

Sec. 5-6-7. - Regulations of restaurants; reporting food sales.

- (a) A restaurant holding an alcohol beverage license must (i) be open to the public at least six hours per day, serving at least two meals per day, with a minimum serving time of three hours per meal; and (ii) serve meals at least six days a week with the exception of weeks including holidays, vacations, and periods of redecorating. Before any repair, redecorating or any period of closure other than nationally recognized or religious holidays, vacations or emergencies, the details of such repair or redecorating shall require approval by the city manager who shall first submit such information to the city manager for review and recommendation. Where closure is the result of a catastrophic emergency, post closure review can be applied for; however, such review request must be applied for by the license

holder no later than 30 days post closure or the same closure may be prosecuted as a violation of this section and may result in administrative proceedings as well.

Compliant

- (b) Serving of alcoholic beverages at off-premises locations shall not be the principal business of the restaurant and consumption on the premises shall only be incidental thereto.

N/A

- (c) As used in this section, seating capacity shall mean that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals.

Should be confirmed by Fire Marshall and/or Police Department

- (d) The restaurant, including its front facing exterior windows and doors, shall be designed in a manner which affords police and public safety personnel a clear view into the restaurant's interior.

Compliant, confirm with Fire Marshall and/or Police Department.

- (e) The principal business of a restaurant shall be the sale of food. As used in this section, principal business shall mean that at least 30 percent of the receipts of such business shall come from the sale of food. While a separate license shall be required for each food establishment within a hotel, the food and alcohol sales percentages for a hotel shall be calculated as an aggregate number for the hotel and not based on each individually licensed establishment.

Compliant per occupational tax permit. Must submit receipts to City Clerk



Police, Code Enforcement, & Traffic Alcohol Establishment Inspection Report

Date: 01/12/2022

Business Name: Paper Plane

Address: 816 South central Ave

Exterior Observations:

Condition of Signage: Satisfactory

Window Signage & Visibility: Satisfactory

Condition of Property: Satisfactory

Exterior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

Employee ID Badges: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Interior Observations:

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

☐ Unknown

Cameras: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Broken Packages: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Traffic Considerations:

Private Property Accidents 0 Notes: _____

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

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

Additional Violations Noted: Due to serving alcohol there has to be a fence or a knee wall put in place so alcohol is not taken from the property.

History:

Law Enforcement: 0 calls Code Enforcement: 0 calls

Inspector's Signature

K. Stevens

Inspection No:	IAL 22-002
Inspection Date:	01/11/2022
Inspection Time:	0
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders					
Facility:	Paper Plane	Address:	816 South Central Avenue		
Phone:					
Fax:		City:	City of Hapeville		
Email:		State:	GA	Postal Code:	30354
Primary Contact					
Contact:	Huett, David	Work:			
Email:		Cell:			

Inspection Type:	Inspection - Business License
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Violation Code	Days to Correct*	Violation	Notes	Location
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Inspection Notes:
Approved For Alcohol License

Inspector : Brian Eskew	
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* Number of days to correct from date inspected.

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

DRAFT

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

3
4 **ORDINANCE NO. _____**

5
6 **AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 3.1 (“ZONES”),**
7 **SECTION 93-3.1-2 (“ZONING MAP”) OF THE CODE OF ORDINANCES, CITY OF**
8 **HAPEVILLE, GEORGIA; TO UPDATE THE CITY OF HAPEVILLE ZONING MAP; TO**
9 **PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO**
10 **PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL**
11 **PURPOSES.**

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

16
17 **WHEREAS**, the municipal government of the City of Hapeville (hereinafter “City”) and
18 all powers of the City shall be vested in the mayor and council. The Mayor and Council shall be
19 the legislative body of the City; and,

20
21 **WHEREAS**, existing ordinances, resolutions, rules and regulations of the City and its
22 agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall
23 remain effective until they have been repealed, modified or amended; and,

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

27
28 **WHEREAS**, every official act of the Mayor and Council which is to become law shall be
29 by ordinance; and,

30
31 **WHEREAS**, the procedures required for amending the City’s zoning ordinance have been
32 satisfied, including, but not limited to, notice and public hearings; and,

33
34 **WHEREAS**, the governing authority of the City finds it desirable to amend and update the
35 City of Hapeville Zoning Map; and,

36
37 **WHEREAS**, the Mayor is authorized to certify the maps as the Official Zoning Map of
38 the City upon approval by Mayor and Council.

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

42
43 **Section One.** Section 93-3.1-2 (Zoning map) in Chapter 93 (Zoning), Article 3.1 (Zones)
44 of the City Code of Ordinances is hereby amended by striking:

45
46 November 17, 2020

DRAFT

and inserting in lieu thereof the following language:

January 18, 2022.

Section Two. The “zoning map” referred to in Section 93-3.1-2 (Zoning map) in Chapter 93 (Zoning), Article 3.1 (Zones) of the City Code of Ordinances is attached hereto and incorporated herein by reference as:

Exhibit “A”

The zoning map attached as Exhibit “A” shall replace the zoning map adopted on January 21, 2020.

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

Section Four. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2022.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney

City of Hapeville Official Zoning Map

January 18, 2022: As Amended from December 21, 2020



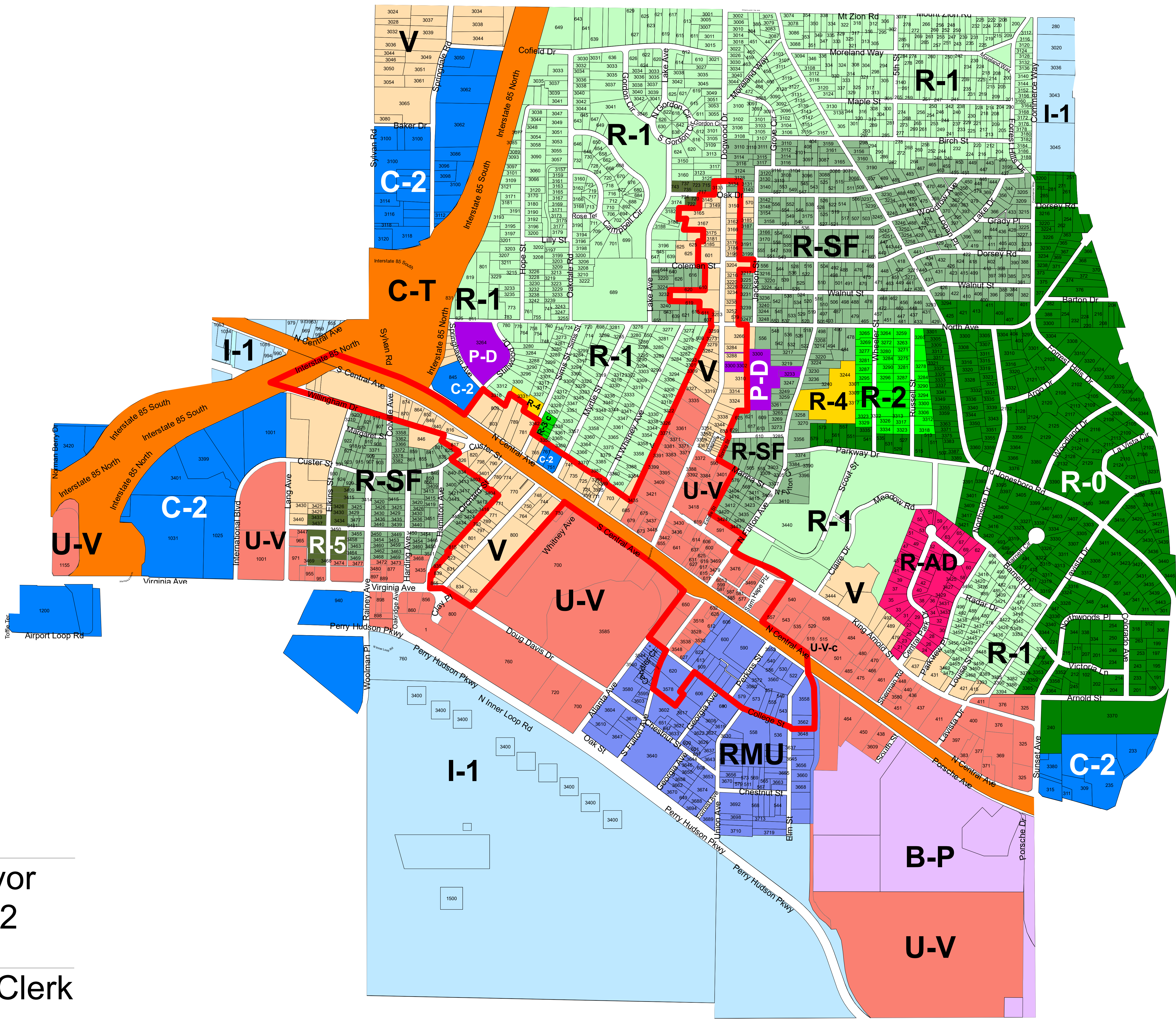
- ARTS DISTRICT OVERLAY
- R-AD RESIDENTIAL ARCHITECTURAL DESIGN
- R-SF RESIDENTIAL-SINGLE FAMILY
- R-1 ONE-FAMILY DETACHED
- R-2 TWO-FAMILY RESIDENTIAL
- R-3 SINGLE FAMILY ATTACHED
- R-4 MULTIFAMILY RESIDENTIAL
- R-5 SINGLE FAMILY ATTACHED AND DETACHED
- R-0 ONE-FAMILY DETACHED
- N-C NEIGHBORHOOD COMMERCIAL
- V VILLAGE
- U-V URBAN VILLAGE
- RMU RESIDENTIAL MIXED USE
- C-1 RETAIL COMMERCIAL
- C-2 GENERAL COMMERCIAL
- C-T COMMERCIAL TRANSPORTATION
- B-P BUSINESS PARK
- P-D PLANNED UNIT DEVELOPMENT
- I-1 LIGHT INDUSTRIAL

C - ZONING WITH CONDITION

NOTE: Addresses and parcel boundaries are based on data provided by the Fulton County Tax Assessors Office and are not guaranteed by the City of Hapeville to be accurate.

I, Sharee Steed, City Clerk of the City of Hapeville, Georgia, do hereby certify that this is the City of Hapeville Official Zoning Map, Fulton County, Georgia, adopted by the Mayor and Council of Hapeville on the ____ day of _____, and includes all subsequent amendments adopted by Mayor and Council as indicated in the Mayor and Council meeting minutes and as further indicated on this Map.

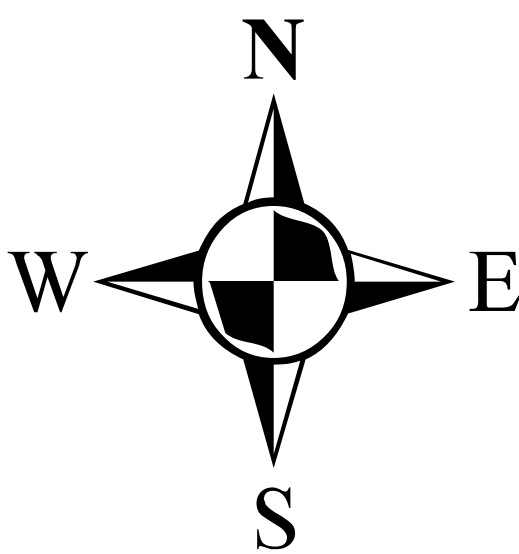
Date	Amendment



Alan Hallman, Mayor
January 18, 2022

Sharee Steed, City Clerk

City Attorney





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

DATE: December 7, 2021
TO: Adrienne Senter
FROM: Lynn Patterson
RE: **Zoning Map Text Amendment**

BACKGROUND

The City Council approved a rezoning for Parcel ID 14 0096 LL 0585 (400 Porsche Ave) from P-D, Planned Unit Development to B-P Business Park on November 9, 2021. The zoning map must be updated to reflect the approved zoning change with a text amendment (see attached).

RECOMMENDATION

Staff recommends approval of the text amendment to reflect the approved zoning change.



CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

THE DAILY REPORT
136 Pryor Street, SW
Suite CB14
Atlanta, GA 30303

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

In Re: Ad # 511062

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent for the ALM, LLC publishers of the Daily Report, the official legal organ of Fulton County, published in Atlanta, Georgia, in said county and state, and that the publication, of which is annexed is true copy, was published in said newspaper as provided by law on the following dates: 12/29/21, _____, _____, _____

Alecia Seals
Agent of the Daily Report

Sworn to and subscribed before me this
14th day of January, 2022

K Mosley
Signature, Notary Public
K. Mosley

My Commission Expires Apr. 22, 2022
Location: Fulton County, Georgia



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, January 18, 2022 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to consider the following:

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 3.1 (Zones), Section 93-3.1-2 (Zoning Map) for the purpose of amending and updating the City of Hapeville Zoning Map.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on January 17, 2022. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000571062:12/29-1AS

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

3
4 **ORDINANCE NO. _____**

5
6 **AN ORDINANCE TO AMEND THE ANNUAL BUDGET FOR THE 2021 - 2022**
7 **FISCAL YEAR TO REFLECT THE ADJUSTMENT OF REVENUE AND**
8 **EXPENDITURES PURSUANT TO SECTION 17-2-3 OF THE CODE OF ORDINANCES,**
9 **CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL**
10 **CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO**
11 **PROVIDE FOR OTHER LAWFUL PURPOSES.**

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

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

21 **WHEREAS**, the mayor and council approved the annual budget for the 2021 - 2022
22 fiscal year on 06/22/2021; and
23

24 **WHEREAS**, accounting standards require the use of year-end adjustments for accrual
25 accounting, and amendments to the Fiscal Year 2021 - 2022 budget are needed to apply the
26 adjustments to budgeted revenues and expenditures in compliance with State law; and
27

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

31 **WHEREAS**, the governing authority of the City finds it desirable to amend the 2021 -
32 2022 fiscal year annual budget.
33

34 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
35 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
36

37 **Section One.** That the Fiscal Year 2021 - 2022 Annual Budget be amended to reflect
38 the adjustment of revenues and expenditures as follows:
39

40 See Attachment labeled as “**Exhibit A**”. Exhibit A shall be incorporated fully herein by
41 reference.
42

43 **Section Two. Codification and Certify.** This Ordinance adopted hereby shall be codified
44 and certified in a manner consistent with the laws of the State of Georgia and the City.
45
46

47 **Section Three. Severability.**

48
49 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
50 paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment,
51 believed by the Mayor and Council to be fully valid, enforceable and constitutional.
52

53 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
54 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
55 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
56 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
57 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
58 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
59 Ordinance.
60

61 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
62 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
63 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
64 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
65 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
66 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
67 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
68 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
69 effect.
70

71 **Section Four. Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances
72 in conflict herewith are hereby expressly repealed.
73

74 **Section Five. Effective Date.** The effective date of this Ordinance shall be the date of
75 adoption unless otherwise stated herein.
76

77 **ORDAINED** this _____ day of _____, 2022.

78 **CITY OF HAPEVILLE, GEORGIA**
79
80

81
82 _____
83 **Alan Hallman, Mayor**
84
85

86 **ATTEST:**
87
88
89
90

91 _____
Sharee Steed, City Clerk

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93
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99

APPROVED BY:

City Attorney

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
100 GENERAL FUND - REVENUE SUMMARY						
DESCRIPTION						
TAXES	11,110,213	10,992,200	7,355,126	110,650	11,102,850	Increased Projected Local Options Sales Tax
LICENSES AND PERMITS	580,760	576,460	822,371	520,000	1,096,460	Increased Building Permits & Fees
INTERGOVERNMENTAL REV	0	0	8,000	8,000	8,000	
CHARGES FOR SERVICES	320,895	256,585	192,243	67,125	323,710	
FINES AND FORFEITURES	492,613	376,000	282,715	100,000	476,000	Increase is due to the addition of new traffic unit in Police dept.
INVESTMENT INCOME	100	1,000	3	0	1,000	
CONTRIBUTIONS	500	1,000	705	300	1,300	
MISC REVENUE	359,204	80,295	96,689	42,201	122,496	Projected Increase in Facility Rental Receipts and Othet Misc Receipts
OTHER FINANCING SOURCES	948,112	4,925,476	565,761	(912,976)	4,012,500	ARPA (1.2M) Not Incl-Moved to Reduction in Salaries - Public Safety-Fund Balance Not Included
TOTAL REVENUES	13,812,398	17,209,016	9,323,612	(64,701)	17,144,315	
100 GENERAL FUND - EXPENDITURE SUMMARY						
DEPT#						
1110 - CITY COUNCIL	37,734	89,687	17,670	9,400	99,087	
1310 - MAYOR	9,889	23,343	9,977	1,000	24,343	
1320 - CITY MANAGER	1,005,958	587,541	429,428	7,000	594,541	
1330 - CITY CLERK	161,489	181,702	85,714	20,205	201,907	Increase Professional Fees (Office Teams)
1400 - ELECTIONS	181	32,500	11,508	0	32,500	
1510 - FINANCE & ADMINISTRATION	928,510	900,253	359,462	20,509	920,762	Increase in Personnel Cost
1530 - LEGAL SERVICES	245,600	200,000	72,742	0	200,000	
1540 - HUMAN RESOURCES	438,020	463,273	189,429	4,318	467,591	
1565 - INFORMATION TECHNOLOGY	480,023	440,688	277,752	60,000	500,688	
2650 - MUNICIPAL COURT	306,022	315,668	130,784	3,259	318,927	
3210 - POLICE ADMINISTRATION	2,858,772	3,784,011	1,606,346	(254,602)	3,529,409	
3510 - FIRE ADMINISTRATION	3,316,713	3,722,431	1,486,695	(443,266)	3,279,165	
4210 - HIGHWAY AND STREETS	1,408,681	1,519,170	572,425	157,634	1,676,804	Increase in Personnel Cost
6120 - PARTICIPANT RECREATION	607,529	824,823	362,620	40,633	865,456	Increase in Personnel Cost
6220 - PARK AREAS & GROUNDS	1,097,368	2,815,879	763,152	290,611	3,106,490	Increase in Technical Inspection Cost
7400 - PLANNING & ZONING	64,850	87,250	40,843	0	87,250	
7450 - CODE ENFORCEMENT	114,100	172,054	53,956	5,756	177,810	
7520 - ECONOMIC DEVELOPMENT	395,415	558,549	223,674	12,542	571,091	Increase in Personnel Cost
7550 - MAIN STREET	40,070	49,400	19,799	300	49,700	
9100 - OTHER FINANCING USES/TRANSFERS	295,475	440,796	0	0	440,796	
TOTAL EXPENDITURES:	13,812,398	17,209,018	6,713,976	(64,701)	17,144,317	
REVENUE OVER/(UNDER) EXPENDITURES	0	(2)	2,609,637	0	(2)	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
100 GENERAL FUND - REVENUE DETAIL						
REVENUES						
TAXES						
100-0-0000-311100 Real Property-Current	4,749,120	4,850,000	4,641,290	0	4,850,000	Collected 95.70% of Current Budget
100-0-0000-311101 Real Property- Res -CY	0	0	(878)	0	0	
100-0-0000-311110 Special Tax Distr-Real	102,000	102,000	94,610	(7,350)	94,650	Collected 92.75% of Current Budget-Decrease for updated projection
100-0-0000-311150 Public Utilities - CY	884,000	800,000	337	0	800,000	
100-0-0000-311160 Public Utilities - Pri	1,500	1,500	0	0	1,500	
100-0-0000-311200 Real Property -Prior Y	42,000	40,000	19,603	0	40,000	
100-0-0000-311300 Personal Property-Curr	1,226,000	1,250,000	714,741	(200,000)	1,050,000	Collected 57.18% of Current Budget-Decrease for updated projection
100-0-0000-311310 Motor Vehicle	149,000	125,000	90,660	0	125,000	
100-0-0000-311400 Personal Property-Prio	17,000	7,000	5,516	0	7,000	
100-0-0000-311600 Real Estate Intangible	67,000	50,000	38,247	0	50,000	
100-0-0000-311710 Franchise Tax-Georgia	490,500	520,000	0	0	520,000	
100-0-0000-311730 Franchise Tax-Atlanta	65,400	32,000	33,679	2,000	34,000	
100-0-0000-311750 Franchise Tax-Televisi	44,200	45,000	0	0	45,000	
100-0-0000-311760 Franchise Tax-Bell Sou	28,500	30,000	8,795	0	30,000	
100-0-0000-311790 Franchise Tax-Other	22,800	42,000	14,250	0	42,000	
100-0-0000-313100 Local Option Sales & U	2,027,993	1,950,000	956,328	330,000	2,280,000	Increase for updated projection
100-0-0000-313910 Real Estate Transfer T	31,000	25,000	15,045	0	25,000	
100-0-0000-313920 Railroad Tax	3,200	2,500	3,276	1,000	3,500	Collected 131.03% of Current Budget - Increase for updated projection
100-0-0000-314200 Alcoholic Beverage Exc	200,000	175,000	101,973	0	175,000	
100-0-0000-314300 Local Option Mixed Dri	55,000	53,700	43,134	0	53,700	
100-0-0000-316100 Occupational Tax Fee	326,000	310,000	26,736	0	310,000	
100-0-0000-316200 Insurance Premium Taxe	538,000	545,000	529,483	(15,000)	530,000	Reduced to match actual received
100-0-0000-319100 Property Tax Penalties	32,000	26,500	15,081	0	26,500	
100-0-0000-319500 Fi Fe	3,000	2,000	987	0	2,000	
100-0-0000-319600 GTS Fees	5,000	8,000	2,145	0	8,000	
100-0-0000-319900 Other Taxes	0	0	90	0	0	
TOTAL TAXES	11,110,213	10,992,200	7,355,126	110,650	11,102,850	
LICENSES AND PERMITS						
100-0-0000-321100 Alcoholic Beverage Lic	147,000	155,200	135,921	0	155,200	
100-0-0000-321140 Alcohol Server ID Card	11,500	10,500	6,911	0	10,500	
100-0-0000-322400 Film Permit Fees	700	700	19,525	20,000	20,700	Collected 2789% of Current Budget - Increase for updated projection
100-0-0000-322900 Building Permits	421,500	410,000	660,014	500,000	910,000	Collected 161% of Current Budget - Increase for updated projection
100-0-0000-323200 Notary Fees	60	60	0	0	60	
TOTAL LICENSES AND PERMITS	580,760	576,460	822,371	520,000	1,096,460	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
INTERGOVERNMENTAL REV						
100-0-0000-335100 Arts Council Grant	0	0	8,000	8,000	8,000	Add budget amount
TOTAL INTERGOVERNMENTAL REV	0	0	8,000	8,000	8,000	
CHARGES FOR SERVICES						
100-0-0000-341100 Court Costs	200	200	0	0	200	
100-0-0000-341110 Technology Fee - Court	43,000	35,000	20,311	0	35,000	
100-0-0000-341120 Probation Fees/Fines	69,000	40,000	30,744	15,500	55,500	Increase based on current projection
100-0-0000-341190 Other Charges for Serv	0	1,500	0	0	1,500	
100-0-0000-341191 Return Check Fees	100	100	0	0	100	
100-0-0000-341300 Planning & Dev Fees &	21,000	17,000	21,318	5,000	22,000	
100-0-0000-341910 Election Qualifying Fe	0	0	1,170	1,170	1,170	
100-0-0000-341920 Convenience Fees	13,100	12,000	6,917	0	12,000	
100-0-0000-341930 Wrecker Fees	8,000	6,000	2,950	0	6,000	
100-0-0000-341935 Booting Permits	300	100	120	0	100	
100-0-0000-342120 Accident Reports	2,500	2,000	805	0	2,000	
100-0-0000-342125 VIN Check Fees	975	675	690	125	800	
100-0-0000-342310 Fingerprinting Fee	0	2,000	240	0	2,000	
100-0-0000-342330 Prisoner Housing Fee	700	700	0	0	700	
100-0-0000-342600 Ambulance Fees	134,200	120,000	78,948	25,000	145,000	
100-0-0000-342660 Fire Department Report	20	10	0	0	10	
100-0-0000-342670 Fire Dept Fees	800	800	0	0	800	
100-0-0000-342675 Plan Review	300	300	0	0	300	
100-0-0000-342680 Fire Dept Permits	200	200	15	0	200	
100-0-0000-342900 Criminal History	7,000	7,000	2,060	0	7,000	
100-0-0000-347200 Rec Activity Fee	250	250	0	0	250	
100-0-0000-347500 Rec Rental & Miscellan	1,250	1,000	1,020	100	1,100	
100-0-0000-347502 Rec Cheerleading/Dance	0	1,000	3,230	2,230	3,230	Increase for updated projection
100-0-0000-347503 Rec Football	1,000	500	11,250	11,000	11,500	Increase for updated projection
100-0-0000-347504 Rec Basketball	7,100	2,500	1,284	0	2,500	
100-0-0000-347505 Rec Tournaments	750	750	0	0	750	
100-0-0000-347506 Rec Baseball/Girl's So	6,000	1,500	0	0	1,500	
100-0-0000-347507 Rec. Adult Softball	0	500	0	0	500	
100-0-0000-347508 Rec Children's Program	3,150	3,000	9,170	7,000	10,000	Increase for updated projection
TOTAL CHARGES FOR SERVICES	320,895	256,585	192,243	67,125	323,710	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
FINES AND FORFEITURES						
100-0-0000-351100 Court Fines	492,013	375,000	282,715	100,000	475,000	
100-0-0000-351150 Code Enforcement Liens	600	1,000	0	0	1,000	
TOTAL FINES AND FORFEITURES	492,613	376,000	282,715	100,000	476,000	
INVESTMENT INCOME						
100-0-0000-361100 Interest Revenues	100	1,000	3	0	1,000	
TOTAL INVESTMENT INCOME	100	1,000	3	0	1,000	
CONTRIBUTIONS						
100-0-0000-371400 Contributions & Donati	0	500	0	0	500	
100-0-0000-375000 Festival Contributions	500	500	705	300	800	
TOTAL CONTRIBUTIONS	500	1,000	705	300	1,300	
MISC REVENUE						
100-0-0000-381001 Facilities Rental Fees	34,200	25,000	22,800	21,000	46,000	
100-0-0000-381110 Misc Revenue	27,000	35,000	38,218	5,000	40,000	
100-0-0000-381150 Insurance Reimbursemen	8,000	5,000	5,915	1,201	6,201	
100-0-0000-381160 CARES Act Funding	272,604	0	0	0	0	
100-0-0000-381200 Other Reimbursements	17,400	15,295	29,757	15,000	30,295	
100-0-0000-381300 Gas South Fees	0	0	0	0	0	
TOTAL MISC REVENUE	359,204	80,295	96,689	42,201	122,496	
OTHER FINANCING SOURCES						
100-0-0000-392200 Proceeds from Property	337,550	700,000	0	600,000	1,300,000	
100-0-0000-393200 Proceeds from Loans	855,998	1,720,000	0	0	1,720,000	
100-0-0000-395220 Transfer from ARP Gran	0	1,003,000	0	(1,003,000)	0	
100-0-0000-395250 PY Fund Balance Alloc	(1,059,970)	509,976	0	(509,976)	0	
100-0-0000-395295 Transfer from Dev Auth	56,000	55,000	0	0	55,000	
100-0-0000-395300 Transfer from Hotel/M	758,534	937,500	565,761	0	937,500	
TOTAL OTHER FINANCING SOURCES	948,112	4,925,476	565,761	(912,976)	4,012,500	
TOTAL REVENUE	13,812,398	17,209,016	9,323,612	(64,701)	17,144,315	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
100-GENERAL FUND						
DEPARTMENTAL EXPENDITURES						
DEPARTMENT - COUNCIL						
PERSONNEL SERVICES						
100-5-1110-511200 Part-time Employees	31,221	31,200	14,400	0	31,200	
100-5-1110-512200 Social Security FICA C	1,936	1,934	893	0	1,934	
100-5-1110-512300 Medicare	453	452	209	0	452	
TOTAL PERSONNEL SERVICES	33,609	33,587	15,502	0	33,587	
CONTRACTED SERVICES						
100-5-1110-521206 Sponsorships		50,000	0	0	50,000	
100-5-1110-522050 Meeting expenses	3,000	2,500	210	4,500	7,000	
100-5-1110-523500 Travel	0	1,500	1,905	2,500	4,000	Council Retreat
100-5-1110-523700 Education & Training	1,025	1,500	0	2,000	3,500	GMA Annual Conference - Projected June 2022
TOTAL CONTRACTED SERVICES	4,025	55,500	2,115	9,000	64,500	
SUPPLIES & MINOR EQPT						
100-5-1110-531100 Supplies	100	600	53	400	1,000	Council Retreat
TOTAL SUPPLIES & MINOR EQPT	100	600	53	400	1,000	
TOTAL COUNCIL	37,734	89,687	17,670	9,400	99,087	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - MAYOR						
PERSONNEL SERVICES						
100-5-1310-511200 Part-time Employees	8,406	8,400	3,877	0	8,400	
100-5-1310-512200 Social Security FICA C	521	521	245	0	521	
100-5-1310-512300 Medicare	122	122	52	0	122	
TOTAL PERSONNEL SERVICES	9,049	9,043	4,174	0	9,043	
CONTRACTED SERVICES						
100-5-1310-523500 Travel	0	800	1,272	1,000	1,800	GMA Annual Conference - Retreat
100-5-1310-523700 Education & Training	600	3,000	0	0	3,000	
TOTAL CONTRACTED SERVICES	600	3,800	1,272	1,000	4,800	
SUPPLIES & MINOR EQPT						
100-5-1310-531100 Supplies	240	10,500	4,531	0	10,500	
TOTAL SUPPLIES & MINOR EQPT	240	10,500	4,531	0	10,500	
TOTAL MAYOR	9,889	23,343	9,977	1,000	24,343	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - CITY MANAGER						
PERSONNEL SERVICES						
100-5-1320-511100 Regular Employees	100,066	100,006	47,000	0	100,006	
100-5-1320-511335 Incentive Wages-(1TP)	0	0	0	2,000	2,000	
100-5-1320-512100 Group Insurance	11,738	11,938	6,551	0	11,938	
100-5-1320-512200 Social Security - FICA	6,127	6,200	2,943	0	6,200	
100-5-1320-512300 Medicare	1,433	1,450	634	0	1,450	
100-5-1320-512500 Money Purchase Pension	13,513	12,501	4,327	0	12,501	
100-5-1320-512700 Worker's Compensation	0	1,337	0	0	1,337	
100-5-1320-512740 Auto Allowance	4,803	4,800	2,200	0	4,800	
TOTAL PERSONNEL SERVICES	137,680	138,232	63,655	2,000	140,232	
CONTRACTED SERVICES						
100-5-1320-522200 Repairs & Maintenance	0	0	188	0	0	
100-5-1320-523110 Insurance - Liability	337,219	290,209	215,643	0	290,209	
100-5-1320-523115 Insurance - Worker's C	148,400	150,000	141,611	0	150,000	
100-5-1320-523200 Communications	1,600	1,200	774	0	1,200	
100-5-1320-523300 Advertising	0	1,000	0	0	1,000	
100-5-1320-523500 Travel	0	500	1,815	3,000	3,500	
100-5-1320-523600 Dues & Fees	2,500	1,400	486	0	1,400	
100-5-1320-523700 Education & Training	2,200	2,000	3,155	2,000	4,000	
TOTAL CONTRACTED SERVICES	491,919	446,309	363,673	5,000	451,309	
SUPPLIES & MINOR EQPT						
100-5-1320-531100 Supplies	1,600	1,500	1,485	0	1,500	
100-5-1320-531300 Operating Lease	800	1,500	615	0	1,500	
100-5-1320-531600 Small Equipment<5000	1,000	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	3,400	3,000	2,100	0	3,000	
DEBT SERVICE						
100-5-1320-580008 Trf to Dev Auth - 2019	372,959	0	0	0	0	
TOTAL DEBT SERVICE	372,959	0	0	0	0	
TOTAL CITY MANAGER	1,005,958	587,541	429,428	7,000	594,541	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - CITY CLERK						
PERSONNEL SERVICES						
100-5-1330-511100 Regular Employees	100,964	109,773	43,613	(1,176)	108,597	
100-5-1330-511300 Overtime	47	100	0	0	100	
100-5-1330-511335 Incentive Wages-(1TP)	0	0	0	2,109	2,109	
100-5-1330-512100 Group Insurance	4,253	11,938	8,109	0	11,938	
100-5-1330-512200 Social Security FICA C	6,208	6,818	2,608	0	6,818	
100-5-1330-512300 Medicare	1,452	1,595	550	0	1,595	
100-5-1330-512400 Retirement Contributio	11,079	14,677	0	4,273	18,950	
100-5-1330-512700 Worker's Compensation	0	1,451	0	0	1,451	
TOTAL PERSONNEL SERVICES	124,003	146,352	54,881	5,205	151,557	
CONTRACTED SERVICES						
100-5-1330-521200 Professional	8,600	1,000	10,781	10,000	11,000	Payment to Office Teams - Mary Johnson - Backup for Receptionist
100-5-1330-523200 Communications	500	850	162	0	850	
100-5-1330-523300 Advertising	1,750	1,750	25	0	1,750	
100-5-1330-523400 Printing & Binding	9,000	10,000	1,845	0	10,000	
100-5-1330-523500 Travel	0	700	977	900	1,600	GMA Annual Conference
100-5-1330-523600 Dues & Fees	125	250	260	250	500	More subscriptions
100-5-1330-523700 Education & Training	825	500	100	500	1,000	GMA Annual Conference
TOTAL CONTRACTED SERVICES	20,800	15,050	14,149	11,650	26,700	
SUPPLIES & MINOR EQPT						
100-5-1330-531100 Supplies	2,650	2,300	371	0	2,300	
100-5-1330-531300 Operating Lease	836	2,500	661	0	2,500	
100-5-1330-531600 Small Equipment<5000	1,700	0	151	350	350	Fauntis Water Company - Equipment Lease
TOTAL SUPPLIES & MINOR EQPT	5,186	4,800	1,182	350	5,150	
CAPITAL OUTLAYS > \$5000						
100-5-1330-542300 Furniture & Fixtures	0	0	2,908	3,000	3,000	Office Furniture Purchase
100-5-1330-542410 Technology	11,500	15,500	12,594	0	15,500	
TOTAL CAPITAL OUTLAYS > \$5000	11,500	15,500	15,502	3,000	18,500	
TOTAL CITY CLERK	161,489	181,702	85,714	20,205	201,907	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - ELECTIONS						
100-5-1400-523300 Advertising	181	2,500	0	0	2,500	
100-5-1400-523850 Contract Labor	0	30,000	11,508	0	30,000	
TOTAL CONTRACTED SERVICES	181	32,500	11,508	0	32,500	
TOTAL ELECTIONS	181	32,500	11,508	0	32,500	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - FINANCIAL ADMINISTRATION						
PERSONNEL SERVICES						
100-5-1510-511100 Regular Employees	344,629	356,504	154,116	(1,730)	354,774	
100-5-1510-511300 Overtime	4,887	10,000	952	0	10,000	
100-5-1510-511335 Incentive Wages-(1TP)	0	0	0	6,889	6,889	
100-5-1510-512100 Group Insurance	31,484	35,813	14,516	0	35,813	
100-5-1510-512200 Social Security FICA C	18,889	23,343	9,213	0	23,343	
100-5-1510-512300 Medicare	4,892	5,459	1,982	0	5,459	
100-5-1510-512400 Retirement Contributio	38,328	48,956	0	14,605	63,561	
100-5-1510-512600 Unemployment Insurance	4,772	0	0	0	0	
100-5-1510-512700 Worker's Compensation	(0)	4,717	0	0	4,717	
TOTAL PERSONNEL SERVICES	447,879	484,793	180,778	19,764	504,557	
CONTRACTED SERVICES						
100-5-1510-521100 Contract Services	1,220	2,000	0	0	2,000	
100-5-1510-521200 Professional Services	319,000	235,000	111,672	0	235,000	
100-5-1510-521203 W/C - Professional Sv	2,437	6,000	2,572	0	6,000	
100-5-1510-521205 Bank Charges	68,500	68,000	30,937	0	68,000	
100-5-1510-522200 Repairs & Maintenance	0	500	0	0	500	
100-5-1510-523115 Insurance - Worker's C	1,060	1,060	1,205	145	1,205	
100-5-1510-523200 Communications	9,100	10,000	4,679	0	10,000	
100-5-1510-523300 Advertising	370	2,600	2,813	600	3,200	
100-5-1510-523500 Travel	16	0	0	0	0	
100-5-1510-523600 Dues & Fees	24,083	25,000	4,651	0	25,000	
100-5-1510-523700 Education & Training	2,400	9,500	1,751	0	9,500	
100-5-1510-523900 Other	45	0	(10)	0	0	
TOTAL CONTRACTED SERVICES	428,231	359,660	160,269	745	360,405	
SUPPLIES & MINOR EQPT						
100-5-1510-531100 Supplies	13,000	15,000	5,274	0	15,000	
100-5-1510-531220 Natural Gas	2,000	2,000	699	0	2,000	
100-5-1510-531230 Electricity	11,200	15,000	3,755	0	15,000	
100-5-1510-531300 Operating Lease	16,485	10,000	3,107	0	10,000	
100-5-1510-531400 Books & Periodicals	600	1,000	595	0	1,000	
100-5-1510-531600 Small Equipment<5000	3,000	2,000	0	0	2,000	
TOTAL SUPPLIES & MINOR EQPT	46,285	45,000	13,430	0	45,000	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
CAPITAL OUTLAYS > \$5000						
100-5-1510-542400 Computers	5,700	0	0	0	0	
100-5-1510-542525 Equipment lease	416	10,800	4,985	0	10,800	
TOTAL CAPITAL OUTLAYS > \$5000	6,116	10,800	4,985	0	10,800	
TOTAL FINANCIAL ADMINISTRATION	928,510	900,253	359,462	20,509	920,762	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - LAW						
CONTRACTED SERVICES						
100-5-1530-521200 Professional - City At	245,400	200,000	72,741	0	200,000	
100-5-1530-523900 Other	200	0	1	0	0	
TOTAL CONTRACTED SERVICES	245,600	200,000	72,742	0	200,000	
TOTAL LAW	245,600	200,000	72,742	0	200,000	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - HUMAN RESOURCES						
PERSONNEL SERVICES						
100-5-1540-511100 Regular Employees	67,972	70,377	37,659	(852)	69,525	
100-5-1540-511335 Incentive Wages-(1TP)	0	0	0	1,350	1,350	
100-5-1540-512100 Group Insurance	2,031	0	739	0	0	
100-5-1540-512150 Group Insurance - Reti	187,000	185,000	88,139	0	185,000	
100-5-1540-512160 Medicare Reim/Stipends	117,660	130,000	57,240	0	130,000	
100-5-1540-512200 Social Security FICA C	3,949	4,363	2,034	0	4,363	
100-5-1540-512300 Medicare	924	1,020	499	0	1,020	
100-5-1540-512400 Retirement Contributio	7,454	9,401	0	2,720	12,121	
100-5-1540-512700 Worker's Compensation	(0)	932	0	0	932	
TOTAL PERSONNEL SERVICES	386,990	401,093	186,310	3,218	404,311	
CONTRACTED SERVICES						
100-5-1540-521200 Professional	45,000	45,000	0	0	45,000	
100-5-1540-522200 Repairs & Maintenance	0	1,000	0	0	1,000	
100-5-1540-523200 Communications	500	550	202	0	550	
100-5-1540-523210 Information Technology	0	500	0	0	500	
100-5-1540-523300 Advertising	0	200	0	0	200	
100-5-1540-523400 Printing & Binding	510	500	0	0	500	
100-5-1540-523500 Travel	0	1,200	0	0	1,200	
100-5-1540-523600 Dues & Fees	520	900	299	0	900	
100-5-1540-523700 Education & Training	0	1,100	500	1,100	2,200	SHRM Certification + Conference
TOTAL CONTRACTED SERVICES	46,530	50,950	1,001	1,100	52,050	
SUPPLIES & MINOR EQPT						
100-5-1540-531100 Supplies	1,800	2,500	1,028	0	2,500	
100-5-1540-531300 Operating Lease	800	2,530	615	0	2,530	
100-5-1540-531400 Books & Periodicals	0	200	0	0	200	
100-5-1540-531600 Small Equipment<5000	1,900	1,000	400	0	1,000	
TOTAL SUPPLIES & MINOR EQPT	4,500	6,230	2,042	0	6,230	
CAPITAL OUTLAYS > \$5000						
100-5-1540-542400 Computers	0	2,000	75	0	2,000	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
100-5-1540-542410 Technology	0	3,000	0	0	3,000	
TOTAL CAPITAL OUTLAYS > \$5000	0	5,000	75	0	5,000	
TOTAL HUMAN RESOURCES	438,020	463,273	189,429	4,318	467,591	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - INFORMATION TECHNOLOGY						
CONTRACTED SERVICES						
100-5-1565-521100 Contract Services	194,000	200,000	105,885	0	200,000	
100-5-1565-523200 Communications	148,000	135,000	113,740	60,000	195,000	
100-5-1565-523210 Information Technology	1,500	6,000	0	0	6,000	
TOTAL CONTRACTED SERVICES	343,500	341,000	219,625	60,000	401,000	
CAPITAL OUTLAYS > \$5000						
100-5-1565-542400 Computers	1,700	30,000	0	0	30,000	
100-5-1565-542410 Technology	8,000	15,000	3,450	0	15,000	
100-5-1565-543200 Equipment lease	0	54,688	54,677	0	54,688	
TOTAL CAPITAL OUTLAYS > \$5000	9,700	99,688	58,127	0	99,688	
DEBT SERVICE						
100-5-1565-581220 Principal Capital Leas	120,465	0	0	0	0	
100-5-1565-582220 Interest Capital Lease	6,357	0	0	0	0	
TOTAL DEBT SERVICE	126,823	0	0	0	0	
TOTAL INFORMATION TECHNOLOGY	480,023	440,688	277,752	60,000	500,688	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - MUNICIPAL COURT						
PERSONNEL SERVICES						
100-5-2650-511100 Regular Employees	83,233	88,753	40,804	(1,000)	87,753	
100-5-2650-511300 Overtime	3,535	3,000	1,917	0	3,000	
100-5-2650-511325 Incentive Wages	0	2,000	0	(1,000)	1,000	
100-5-2650-511335 Incentive Wages-(1TP)	0	0	0	1,704	1,704	
100-5-2650-512100 Group Insurance	15,443	11,938	4,108	0	11,938	
100-5-2650-512200 Social Security FICA C	5,103	5,875	2,564	0	5,875	
100-5-2650-512300 Medicare	1,193	1,374	541	0	1,374	
100-5-2650-512400 Retirement Contributio	9,515	12,256	0	3,556	15,812	
100-5-2650-512700 Worker's Compensation	(0)	1,173	0	0	1,173	
TOTAL PERSONNEL SERVICES	118,022	126,368	49,935	3,259	129,627	
CONTRACTED SERVICES						
100-5-2650-521200 Professional	44,000	60,000	25,250	0	60,000	
100-5-2650-523210 Information Technology	3,000	15,000	0	0	15,000	
100-5-2650-523400 Printing & Binding	1,500	1,500	293	0	1,500	
100-5-2650-523500 Travel	200	200	0	0	200	
100-5-2650-523600 Dues & Fees	400	800	90	0	800	
100-5-2650-523700 Education & Training	300	500	0	0	500	
TOTAL CONTRACTED SERVICES	49,400	78,000	25,633	0	78,000	
SUPPLIES & MINOR EQPT						
100-5-2650-531100 Supplies	200	500	0	0	500	
100-5-2650-531600 Small Equipment<5000	3,400	800	0	0	800	
TOTAL SUPPLIES & MINOR EQPT	3,600	1,300	0	0	1,300	
OTHER COSTS (NOC)						
100-5-2650-572800 Other Costs (NOC)	135,000	110,000	55,216	0	110,000	
TOTAL OTHER COSTS (NOC)	135,000	110,000	55,216	0	110,000	
TOTAL MUNICIPAL COURT	306,022	315,668	130,784	3,259	318,927	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - POLICE ADMINISTRATION						
PERSONNEL SERVICES						
100-5-3210-511100 Regular Employees	2,066,962	2,156,788	907,163	166,587	2,323,375	
100-5-3210-511110 Dispatch Salaries	(295,375)	(440,796)	0	0	(440,796)	
100-5-3210-511120 Salaries - Public Safe	(610,008)	0	0	(610,008)	(610,008)	
100-5-3210-511200 Part-time employees	62,723	162,287	27,003	0	162,287	
100-5-3210-511300 Overtime	107,221	80,000	53,188	0	80,000	
100-5-3210-511325 Incentive Wages	0	10,000	0	0	10,000	
100-5-3210-511335 Incentive Wages-(1TP)	0	0	0	39,780	39,780	
100-5-3210-512100 Group Insurance	335,565	429,758	169,007	0	429,758	
100-5-3210-512200 Social Security FICA C	30,625	0	18,100	0	0	
100-5-3210-512300 Medicare	30,060	35,947	13,644	0	35,947	
100-5-3210-512400 Retirement Contributio	238,570	298,783	0	119,040	417,823	
100-5-3210-512600 Unemployment Insurance	0	0	6,935	0	0	
100-5-3210-512700 Worker's Compensation	15,992	28,513	5,752	0	28,513	
100-5-3210-512800 Vacant postions	0	185,408	0	0	185,408	
TOTAL PERSONNEL SERVICES	1,982,334	2,946,688	1,200,791	(284,602)	2,662,086	
CONTRACTED SERVICES						
100-5-3210-521200 Professional	2,600	10,000	3,149	0	10,000	
100-5-3210-522200 Repairs & Maintenance	74,400	70,000	78,646	20,000	90,000	Aging Fleet in need of repair
100-5-3210-522310 Fingerprinting Expense	0	2,500	0	0	2,500	
100-5-3210-523200 Communications	92,000	88,000	20,709	0	88,000	
100-5-3210-523210 Information Technology	87,000	80,000	86,474	10,000	90,000	To adjust budget to near actual
100-5-3210-523300 Advertising	300	300	0	0	300	
100-5-3210-523400 Printing & Binding	2,000	1,200	0	0	1,200	
100-5-3210-523500 Travel	1,200	1,200	562	0	1,200	
100-5-3210-523600 Dues & Fees	2,000	2,000	1,430	0	2,000	
100-5-3210-523700 Education & Training	600	5,000	2,740	0	5,000	
100-5-3210-523900 Prisoner Housing	24,000	28,000	14,240	0	28,000	
TOTAL CONTRACTED SERVICES	286,100	288,200	207,949	30,000	318,200	
SUPPLIES & MINOR EQPT						
100-5-3210-531100 Supplies	13,100	18,000	14,908	0	18,000	
100-5-3210-531220 Natural Gas	1,300	2,500	533	0	2,500	
100-5-3210-531230 Electricity	24,450	25,000	9,382	0	25,000	
100-5-3210-531270 Gasoline/Diesel	84,300	80,000	53,792	0	80,000	
100-5-3210-531300 Operating Leases	12,200	13,000	5,966	0	13,000	

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FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
100-5-3210-531400 Books & Periodicals	0	800	0	0	800	
100-5-3210-531600 Small Equipment<5000	4,600	5,000	4,804	0	5,000	
100-5-3210-531700 Other Supplies-Uniform	18,000	20,000	8,574	0	20,000	
TOTAL SUPPLIES & MINOR EQPT	157,950	164,300	97,960	0	164,300	
CAPITAL OUTLAYS > \$5000						
100-5-3210-542200 Vehicles	182,314	180,000	0	0	180,000	
100-5-3210-542400 Computers	63,500	0	0	0	0	
100-5-3210-542500 Equipment	69,000	34,000	14,448	0	34,000	
TOTAL CAPITAL OUTLAYS > \$5000	314,814	214,000	14,448	0	214,000	
DEBT SERVICE						
100-5-3210-580400 Transfers to Debt Serv	0	0	0	0	0	
100-5-3210-580404 Principal Phase 3 Lea	27,505	0	0	0	0	
100-5-3210-580419 Principal - Regions 20	75,190	90,000	44,787	0	90,000	
100-5-3210-582404 Interest Phase 3 Lease	495	0	0	0	0	
100-5-3210-582406 TRUIST Vehicle Lease-P	0	75,406	37,703	0	75,406	
100-5-3210-582407 TRUIST Vehicle Lease-I	0	5,417	2,709	0	5,417	
100-5-3210-582419 Interest - Regions 201	14,385	0	0	0	0	
TOTAL DEBT SERVICE	117,575	170,823	85,199	0	170,823	
TOTAL POLICE ADMINISTRATION	2,858,772	3,784,011	1,606,346	(254,602)	3,529,409	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - FIRE ADMINISTRATION						
PERSONNEL SERVICES						
100-5-3510-511100 Regular Employees	1,970,454	2,103,539	937,118	29,321	2,132,860	
100-5-3510-511120 Salaries - Public Safe	(610,008)	0	0	(610,008)	(610,008)	
100-5-3510-511300 Overtime	206,074	174,000	121,283	0	174,000	
100-5-3510-511335 Incentive Wages-(1TP)	0	0	0	40,249	40,249	
100-5-3510-512100 Group Insurance	320,200	370,070	167,494	0	370,070	
100-5-3510-512200 Social Security FICA C	2,533	0	(63)	0	0	
100-5-3510-512300 Medicare	29,980	35,547	14,692	0	35,547	
100-5-3510-512400 Retirement Contributio	238,819	304,226	0	97,171	401,397	
100-5-3510-512700 Worker's Compensation	3,660	27,845	4,280	0	27,845	
100-5-3510-512800 Vacant Positions	0	52,535	0	0	52,535	
TOTAL PERSONNEL SERVICES	2,161,711	3,067,762	1,244,804	(443,266)	2,624,496	
CONTRACTED SERVICES						
100-5-3510-521200 Professional Fees	550	250	0	0	250	
100-5-3510-521210 Licenses	24,400	35,000	13,746	0	35,000	
100-5-3510-522200 Repairs & Maintenance	91,310	65,000	14,384	0	65,000	
100-5-3510-523200 Communications	8,200	9,000	3,558	0	9,000	
100-5-3510-523500 Travel	1,800	3,000	945	0	3,000	
100-5-3510-523600 Dues & Fees	2,000	2,000	1,103	0	2,000	
100-5-3510-523700 Education & Training	10,300	10,000	1,037	0	10,000	
100-5-3510-523850 Community Risk Reducti	0	10,000	843	0	10,000	
TOTAL CONTRACTED SERVICES	138,560	134,250	35,616	0	134,250	
SUPPLIES & MINOR EQPT						
100-5-3510-531100 Supplies	8,000	8,000	4,058	0	8,000	
100-5-3510-531220 Natural Gas	5,000	7,000	1,774	0	7,000	
100-5-3510-531230 Electricity	15,960	20,000	6,638	0	20,000	
100-5-3510-531270 Gasoline/Diesel	15,000	20,000	10,026	0	20,000	
100-5-3510-531300 Operating Lease	3,000	8,000	998	0	8,000	
100-5-3510-531400 Books & Periodicals	0	2,000	0	0	2,000	
100-5-3510-531600 Small Equipment<5000	6,600	2,000	443	0	2,000	
100-5-3510-531700 Uniform Supplies	18,000	24,000	2,090	0	24,000	
100-5-3510-531710 EMS	32,000	60,000	14,972	0	60,000	
TOTAL SUPPLIES & MINOR EQPT	103,560	151,000	40,998	0	151,000	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
CAPITAL OUTLAYS > \$5000						
100-5-3510-542200 Vehicles	590,000	0	0	0	0	
100-5-3510-542300 Furniture & Fixtures	8,000	5,000	1,213	0	5,000	
100-5-3510-542400 Computers	10,000	10,000	1,972	0	10,000	
100-5-3510-542500 Equipment	115,500	63,000	11,507	0	63,000	
TOTAL CAPITAL OUTLAYS > \$5000	723,500	78,000	14,692	0	78,000	
DEBT SERVICE						
100-5-3510-580401 Principal Phase 1 Leas	49,019	29,003	0	0	29,003	
100-5-3510-580402 P&I Phase 2 Lease	8,775	10,200	0	0	10,200	
100-5-3510-580403 Principal Fire Truck	103,188	130,000	20,538	0	130,000	
100-5-3510-582401 Interest Phase 1 Lease	162	0	0	0	0	
100-5-3510-582402 Interest Phase 2 Lease	1,425	0	0	0	0	
100-5-3510-582403 Interest Fire Truck	26,812	0	0	0	0	
100-5-3510-582406 TRUIST Vehicle Lease-P	0	113,792	121,624	0	113,792	
100-5-3510-582407 TRUIST Vehicle Lease-I	0	8,423	8,423	0	8,423	
TOTAL DEBT SERVICE	189,381	291,419	150,584	0	291,419	
TOTAL FIRE ADMINISTRATION	3,316,713	3,722,431	1,486,695	(443,266)	3,279,165	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - HIGHWAY AND STREETS ADMIN						
PERSONNEL SERVICES						
100-5-4210-511100 Regular Employees	380,040	324,531	143,772	116,608	441,139	
100-5-4210-511300 Overtime	27,030	25,000	14,715	0	25,000	
100-5-4210-511335 Incentive Wages-(1TP)	0	0	0	6,829	6,829	
100-5-4210-512100 Group Insurance	74,521	101,471	34,973	0	101,471	
100-5-4210-512200 Social Security FICA C	24,026	23,221	9,418	0	23,221	
100-5-4210-512300 Medicare	5,668	5,431	2,194	0	5,431	
100-5-4210-512400 Retirement Contributio	40,718	46,689	0	34,197	80,886	
100-5-4210-512700 Worker's Compensation	5,372	4,278	726	0	4,278	
100-5-4210-512800 Vacant Positions	0	105,428	0	0	105,428	
TOTAL PERSONNEL SERVICES	557,375	636,049	205,798	157,634	793,683	
CONTRACTED SERVICES						
100-5-4210-521200 Professional	500	500	0	0	500	
100-5-4210-522200 Repairs & Maintenance	21,000	60,000	21,765	0	60,000	
100-5-4210-523300 Advertising	0	0	105	0	0	
100-5-4210-523600 Dues & Fees	300	0	0	0	0	
100-5-4210-523700 Education & Training	0	350	0	0	350	
TOTAL CONTRACTED SERVICES	21,800	60,850	21,870	0	60,850	
SUPPLIES & MINOR EQPT						
100-5-4210-531100 Supplies	36,000	60,000	17,994	0	60,000	
100-5-4210-531230 Electricity	245,500	235,000	86,570	0	235,000	
100-5-4210-531270 Gasoline/Diesel	8,000	10,000	5,623	0	10,000	
TOTAL SUPPLIES & MINOR EQPT	289,500	305,000	110,186	0	305,000	
CAPITAL OUTLAYS > \$5000						
100-5-4210-541200 Site Improvements	16,000	15,000	0	0	15,000	
100-5-4210-542200 Vehicles	21,000	28,000	0	0	28,000	
100-5-4210-542400 Computers	20,200	0	1,350	0	0	
100-5-4210-542410 Technology	1,250	0	0	0	0	
TOTAL CAPITAL OUTLAYS > \$5000	58,450	43,000	1,350	0	43,000	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEBT SERVICE						
100-5-4210-580009 Trf to Dev Auth - 2019	404,954	397,669	195,720	0	397,669	
100-5-4210-580405 Trf to Dev Auth - 2014	76,602	76,602	37,500	0	76,602	
TOTAL DEBT SERVICE	481,556	474,271	233,220	0	474,271	
TOTAL HIGHWAY AND STREETS ADMIN	1,408,681	1,519,170	572,425	157,634	1,676,804	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - PARTICIPANT RECREATION						
PERSONNEL SERVICES						
100-5-6120-511100 Regular Employees	236,887	291,278	131,998	19,410	310,688	
100-5-6120-511200 Part Time Employees	7,862	49,801	21,998	0	49,801	
100-5-6120-511300 Overtime	3,180	7,500	6,072	0	7,500	
100-5-6120-511335 Incentive Wages-(1TP)	0	0	0	5,736	5,736	
100-5-6120-512100 Group Insurance	61,671	71,626	36,693	0	71,626	
100-5-6120-512200 Social Security FICA C	14,429	22,077	9,116	0	22,077	
100-5-6120-512300 Medicare	3,393	5,163	2,250	0	5,163	
100-5-6120-512400 Retirement Contributio	26,321	39,910	0	15,487	55,397	
100-5-6120-512700 Worker's Compensation	(0)	3,838	0	0	3,838	
100-5-6120-512800 Vacant Postions	0	61,429	0	0	61,429	
TOTAL PERSONNEL SERVICES	353,744	552,623	208,127	40,633	593,256	
CONTRACTED SERVICES						
100-5-6120-521301 Technical - Baseball	7,500	7,500	0	0	7,500	
100-5-6120-521302 Technical - Basketball	7,000	7,000	7,000	0	7,000	
100-5-6120-521303 Technical - Football	300	8,000	7,650	0	8,000	
100-5-6120-521304 Technical -Girl's Soft	200	2,400	0	0	2,400	
100-5-6120-521305 Technical - Tournments	700	1,500	0	0	1,500	
100-5-6120-521306 Technical - Adult Soft	3,000	5,000	2,200	0	5,000	
100-5-6120-521307 Technical - Soccer	0	2,000	1,320	0	2,000	
100-5-6120-522000 Festivals/Events	64,000	52,000	42,197	0	52,000	
100-5-6120-522200 Repairs & Maintenance	2,300	2,300	1,714	0	2,300	
100-5-6120-523200 Communications	1,500	2,000	675	0	2,000	
100-5-6120-523300 Advertising	100	250	0	0	250	
100-5-6120-523400 Printing & Binding	0	200	0	0	200	
100-5-6120-523500 Travel	1,000	1,000	403	0	1,000	
100-5-6120-523600 Dues & Fees	1,800	3,000	150	0	3,000	
100-5-6120-523700 Education & Training	0	3,000	0	0	3,000	
100-5-6120-523850 Contract Labor	10,000	10,000	8,979	0	10,000	
100-5-6120-523900 Other - Seniors	5,000	5,000	4,998	0	5,000	
TOTAL CONTRACTED SERVICES	104,400	112,150	77,286	0	112,150	
SUPPLIES & MINOR EQPT						
100-5-6120-531100 Supplies	8,400	10,000	4,720	0	10,000	
100-5-6120-531101 Supplies-Baseball/Girl	9,000	9,000	0	0	9,000	
100-5-6120-531102 Supplies - Basketball	6,500	6,500	447	0	6,500	

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	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
100-5-6120-531103 Supplies - Football	13,000	13,000	12,922	0	13,000	
100-5-6120-531104 Supplies - Adult Softb	510	1,500	0	0	1,500	
100-5-6120-531105 Supplies - Tournaments	1,200	1,500	99	0	1,500	
100-5-6120-531106 Supplies - Senior Citi	675	1,500	1,467	0	1,500	
100-5-6120-531107 Supplies - Soccer	0	2,000	0	0	2,000	
100-5-6120-531108 Supplies - Children's	7,500	7,500	1,698	0	7,500	
100-5-6120-531109 Supplies-Cheerleading/	400	2,500	2,500	0	2,500	
100-5-6120-531110 Equip Exp - Coach's Re	0	2,500	0	0	2,500	
100-5-6120-531111 Supplies-Special Progr	10,000	10,000	5,065	0	10,000	
100-5-6120-531220 Natural Gas	7,000	10,000	2,454	0	10,000	
100-5-6120-531230 Electricity	22,650	25,000	9,698	0	25,000	
100-5-6120-531270 Gasoline/Diesel	2,000	3,500	1,939	0	3,500	
100-5-6120-531300 Operating Lease	4,700	4,400	2,349	0	4,400	
100-5-6120-531590 Other	11,000	10,100	7,685	0	10,100	
100-5-6120-531600 Small Equipment<5000	15,000	16,000	13,461	0	16,000	
100-5-6120-531700 Other Supplies	8,550	8,550	6,597	0	8,550	
TOTAL SUPPLIES & MINOR EQPT	128,085	145,050	73,101	0	145,050	
CAPITAL OUTLAYS > \$5000						
100-5-6120-542300 Furniture & Fixtures	0	2,000	0	0	2,000	
100-5-6120-542400 Computers	13,000	3,000	0	0	3,000	
TOTAL CAPITAL OUTLAYS > \$5000	13,000	5,000	0	0	5,000	
DEBT SERVICE						
100-5-6120-580401 Vehicles - Principal	7,300	10,000	4,107	0	10,000	
100-5-6120-582401 VEHICLES INTEREST	1,000	0	0	0	0	
TOTAL DEBT SERVICE	8,300	10,000	4,107	0	10,000	
TOTAL PARTICIPANT RECREATION	607,529	824,823	362,620	40,633	865,456	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - PARK AREAS & GROUNDS						
PERSONNEL SERVICES						
100-5-6220-511100 Regular Employees	368,027	407,386	182,867	13,199	420,585	
100-5-6220-511300 Overtime	22,568	24,000	19,665	0	24,000	
100-5-6220-511335 Incentive Wages-(1TP)	0	0	0	7,689	7,689	
100-5-6220-512100 Group Insurance	108,604	131,315	53,917	0	131,315	
100-5-6220-512200 Social Security FICA C	22,747	28,234	12,007	0	28,234	
100-5-6220-512300 Medicare	5,378	6,603	2,797	0	6,603	
100-5-6220-512400 Retirement Contributio	42,831	57,623	0	19,724	77,347	
100-5-6220-512700 Worker's Compensation	137	5,364	3,442	0	5,364	
100-5-6220-512800 Vacant Positions	0	30,465	0	0	30,465	
TOTAL PERSONNEL SERVICES	570,292	690,990	274,695	40,611	731,601	
CONTRACTED SERVICES						
100-5-6220-522200 Repairs & Maintenance	85,000	1,140,000	68,755	0	1,140,000	
100-5-6220-523600 Dues & Fees	400	2,500	360	0	2,500	
100-5-6220-523800 Technical Inspections	169,000	250,000	328,592	250,000	500,000	New Building Permits & Plan Reviews coming online
100-5-6220-523850 Contract Labor	5,307	8,000	3,252	0	8,000	
TOTAL CONTRACTED SERVICES	259,707	1,400,500	400,959	250,000	1,650,500	
SUPPLIES & MINOR EQPT						
100-5-6220-531100 Supplies	119,000	120,000	44,732	0	120,000	
100-5-6220-531220 Natural Gas	10,800	10,000	2,286	0	10,000	
100-5-6220-531230 Electricity	17,850	16,200	5,915	0	16,200	
100-5-6220-531270 Gasoline/Diesel	10,000	14,000	7,947	0	14,000	
100-5-6220-531300 Operating Lease	7,230	7,000	3,532	0	7,000	
100-5-6220-531600 Small Equipment<5000	1,000	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	165,880	167,200	64,412	0	167,200	
CAPITAL OUTLAYS > \$5000						
100-5-6220-541200 Site Improvements	91,000	530,000	19,682	0	530,000	
100-5-6220-542400 Computers	1,189	1,189	0	0	1,189	
100-5-6220-542500 Equipment	9,300	26,000	3,405	0	26,000	
TOTAL CAPITAL OUTLAYS > \$5000	101,489	557,189	23,087	0	557,189	
TOTAL PARK AREAS & GROUNDS	1,097,368	2,815,879	763,152	290,611	3,106,490	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - PLANNING & ZONING						
CONTRACTED SERVICES						
100-5-7400-521200 Professional	36,000	60,000	23,475	0	60,000	
100-5-7400-521201 Planning/Zoning Board	6,500	3,200	1,641	0	3,200	
100-5-7400-521202 Appeals Board	2,500	2,500	500	0	2,500	
100-5-7400-521203 Design Review	600	4,300	1,375	0	4,300	
100-5-7400-521300 Technical	16,400	10,800	13,431	0	10,800	
100-5-7400-523210 Information Technology	500	500	0	0	500	
100-5-7400-523300 Advertising	1,600	1,000	310	0	1,000	
100-5-7400-523600 Dues & Fees	250	250	0	0	250	
100-5-7400-523700 Education & Training	0	1,000	0	0	1,000	
100-5-7400-523900 OTHER	0	100	0	0	100	
TOTAL CONTRACTED SERVICES	64,350	83,650	40,732	0	83,650	
SUPPLIES & MINOR EQPT						
100-5-7400-531100 Supplies	500	500	111	0	500	
100-5-7400-531400 Books & Periodicals	0	100	0	0	100	
TOTAL SUPPLIES & MINOR EQPT	500	600	111	0	600	
CAPITAL OUTLAYS > \$5000						
100-5-7400-542410 Technology	0	3,000	0	0	3,000	
TOTAL CAPITAL OUTLAYS > \$5000	0	3,000	0	0	3,000	
TOTAL PLANNING & ZONING	64,850	87,250	40,843	0	87,250	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - CODE ENFORCEMENT						
PERSONNEL SERVICES						
100-5-7450-511100 Regular Employees	52,279	87,910	34,757	(500)	87,410	
100-5-7450-511200 Part-time Employees	0	0	0	0	0	
100-5-7450-511300 Overtime	1,321	1,500	2,166	0	1,500	
100-5-7450-511325 Incentive Wages	0	2,000	0	0	2,000	
100-5-7450-511335 Incentive Wages-(1TP)	0	0	0	849	849	
100-5-7450-512100 Group Insurance	10,006	11,938	975	0	11,938	
100-5-7450-512200 Social Security FICA C	3,176	5,636	2,233	0	5,636	
100-5-7450-512300 Medicare	743	1,318	522	0	1,318	
100-5-7450-512400 Retirement Contributio	5,875	11,943	0	3,407	15,350	
100-5-7450-512700 Worker's Compensation	(0)	1,168	0	0	1,168	
100-5-7450-512800 Vacant Positions	0	6,180	0	0	6,180	
TOTAL PERSONNEL SERVICES	73,400	129,594	40,654	3,756	133,350	
CONTRACTED SERVICES						
100-5-7450-521200 Professional	38,000	35,360	10,316	0	35,360	
100-5-7450-521300 Technical	0	500	0	0	500	
100-5-7450-522200 Repairs & Maintenance	500	500	331	0	500	
100-5-7450-523200 Communications	1,000	800	404	0	800	
100-5-7450-523210 Information Technology	0	1,000	87	0	1,000	
100-5-7450-523600 Dues & Fees	0	500	0	0	500	
100-5-7450-523700 Education & Training	0	500	0	0	500	
TOTAL CONTRACTED SERVICES	39,500	39,160	11,138	0	39,160	
SUPPLIES & MINOR EQPT						
100-5-7450-531100 Supplies	200	200	30	0	200	
100-5-7450-531270 Gasoline/Diesel	1,000	3,000	2,134	2,000	5,000	Increased cost in fuel
100-5-7450-531700 Other Supplies	0	100	0	0	100	
TOTAL SUPPLIES & MINOR EQPT	1,200	3,300	2,164	2,000	5,300	
TOTAL CODE ENFORCEMENT	114,100	172,054	53,956	5,756	177,810	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - ECONOMIC DEVELOPMENT						
PERSONNEL SERVICES						
100-5-7520-511100 Regular Employees	160,260	165,402	59,720	2,755	168,157	
100-5-7520-511300 Overtime	2,207	6,000	954	0	6,000	
100-5-7520-511335 Incentive Wages-(1TP)	0	0	0	2,475	2,475	
100-5-7520-512100 Group Insurance	30,596	35,813	13,330	0	35,813	
100-5-7520-512200 Social Security FICA C	9,521	10,999	3,517	0	10,999	
100-5-7520-512300 Medicare	2,227	2,572	823	0	2,572	
100-5-7520-512400 Retirement Contributio	17,819	22,895	0	7,312	30,207	
100-5-7520-512700 Worker's Compensation	0	2,187	0	0	2,187	
TOTAL PERSONNEL SERVICES	222,630	245,869	78,343	12,542	258,411	
CONTRACTED SERVICES						
100-5-7520-521200 Professional	63,000	90,000	52,838	0	90,000	
100-5-7520-521204 Consulting	7,300	40,000	660	0	40,000	
100-5-7520-521300 Technical	180	180	0	0	180	
100-5-7520-522000 Festivals & Events	5,000	7,000	4,270	0	7,000	
100-5-7520-522125 Special Exhibits - Sou	8,200	13,200	9,096	0	13,200	
100-5-7520-522145 Special Promotions	2,000	5,000	0	0	5,000	
100-5-7520-522160 Special Events - Counc	3,500	18,500	19,505	0	18,500	
100-5-7520-522200 Repairs & Maintenance	3,000	3,000	105	0	3,000	
100-5-7520-523200 Communications	1,500	2,500	606	0	2,500	
100-5-7520-523300 Advertising	25,005	25,000	16,162	0	25,000	Increase to 25K Per Adrienne
100-5-7520-523400 Printing & Binding	0	0	75	0	0	
100-5-7520-523500 Travel	100	1,000	1,226	0	1,000	
100-5-7520-523600 Dues & Fees	500	1,000	12,286	0	1,000	
100-5-7520-523700 Education & Training	100	2,000	0	0	2,000	
100-5-7520-523850 Contract Labor	0	1,000	0	0	1,000	
TOTAL CONTRACTED SERVICES	119,385	209,380	116,829	0	209,380	
SUPPLIES & MINOR EQPT						
100-5-7520-531100 Supplies	2,700	2,500	436	0	2,500	
100-5-7520-531200 Supplies - Christ Chur	0	1,000	0	0	1,000	
100-5-7520-531220 Natural Gas	900	800	372	0	800	
100-5-7520-531230 Electricity	3,600	3,500	1,988	0	3,500	
100-5-7520-531270 Gasoline/Diesel	250	250	39	0	250	
100-5-7520-531300 Operating Lease	1,100	2,000	615	0	2,000	
100-5-7520-531600 Small Equipment<5000	2,600	2,500	0	0	2,500	

CITY OF HAPEVILLE
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	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
100-5-7520-531700 Other Supplies	0	500	0	0	500	
TOTAL SUPPLIES & MINOR EQPT	11,150	13,050	3,450	0	13,050	
CAPITAL OUTLAYS > \$5000						
100-5-7520-541200 Site Improvements	42,000	60,000	7,478	0	60,000	
100-5-7520-542200 Vehicles		15,000	17,574	0	15,000	
100-5-7520-542300 Furniture & Fixtures	250	250	0	0	250	
TOTAL CAPITAL OUTLAYS > \$5000	42,250	75,250	25,052	0	75,250	
OTHER COSTS (NOC)						
100-5-7520-575100 Hapeville Community Im	0	15,000	0	0	15,000	
TOTAL OTHER COSTS (NOC)	0	15,000	0	0	15,000	
TOTAL ECONOMIC DEVELOPMENT	395,415	558,549	223,674	12,542	571,091	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEPARTMENT - MAIN STREET						
CONTRACTED SERVICES						
100-5-7550-522000 Festivals	14,895	20,000	10,773	0	20,000	
100-5-7550-523300 Advertising	0	4,000	0	0	4,000	
100-5-7550-523400 Printing & Binding	1,050	1,000	1,581	1,500	2,500	Expected increase in total expenses - Per Bianca
100-5-7550-523500 Travel	0	5,000	0	(2,500)	2,500	Expected decrease in total expenses - Per Bianca
100-5-7550-523600 Dues & Fees	625	600	200	0	600	
100-5-7550-523700 Education & Training	400	1,000	0	0	1,000	
100-5-7550-523850 Contract Labor	2,300	3,300	0	0	3,300	
TOTAL CONTRACTED SERVICES	19,270	34,900	12,554	(1,000)	33,900	
SUPPLIES & MINOR EQPT						
100-5-7550-531100 Supplies	200	200	789	1,300	1,500	Expected increase in total expenses - Per Bianca
100-5-7550-531700 Other Supplies	0	300	0	0	300	
TOTAL SUPPLIES & MINOR EQPT	200	500	789	1,300	1,800	
CAPITAL OUTLAYS > \$5000						
100-5-7550-541200 Site Improvements	20,600	14,000	6,456	0	14,000	
TOTAL CAPITAL OUTLAYS > \$5000	20,600	14,000	6,456	0	14,000	
TOTAL MAIN STREET	40,070	49,400	19,799	300	49,700	

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FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
OTHER FINANCING USES						
100-5-9100-611215 Transfer to E911	295,375	440,796	0	0	440,796	
100-5-9100-611220 Transfer to ARP Grant	0	0	0	0	0	
TOTAL OTHER FINANCING USES	295,475	440,796	0	0	440,796	
TOTAL EXPENDITURES	13,812,398	17,209,016	6,713,976	(64,701)	17,144,315	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	2,609,637	0	0	

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FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
201-SPECIAL REVENUE FUNDS						
DEPARTMENT - SPECIAL REVENUE						
DEPARTMENTAL EXPENDITURES						
DEBT SERVICE						
201-5-5910-580555 Coffee & Chrome - Expe	0	0	0	0	0	
201-5-5910-580565 Bright Start- Expendit	0	0	3,167	0	0	
TOTAL DEBT SERVICE	0	0	3,167	0	0	
TOTAL SPECIAL REVENUE	0	0	3,167	0	0	
TOTAL EXPENDITURES	0	0	3,167	0	0	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	(3,167)	0	0	

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FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
215-E911 FUND						
CHARGES FOR SERVICES						
215-0-0000-342500 E-911 Revenue	160,400	202,514	56,373	0	202,514	
TOTAL CHARGES FOR SERVICES	160,400	202,514	56,373	0	202,514	
OTHER FINANCING SOURCES						
215-0-0000-391100 Transfer from General	295,375	440,796	0	0	440,796	
TOTAL OTHER FINANCING SOURCES	295,375	440,796	0	0	440,796	
TOTAL REVENUE	455,775	643,310	56,373	0	643,310	
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
215-5-3800-511100 Regular Salaries - (Di	235,476	371,385	0	0	371,385	
215-5-3800-511300 Overtime - (Dispatch)	39,382	41,000	0	(1,618)	39,382	
215-5-3800-512200 Social Security FICA C	16,613	23,026	0	0	23,026	
215-5-3800-512300 Medicare	3,904	5,385	0	0	5,385	
TOTAL PERSONNEL SERVICES	295,375	440,796	0	(1,618)	439,178	
CONTRACTED SERVICES						
215-5-3800-521100 Contract Services	5,000	10,000	0	0	10,000	
215-5-3800-523200 Communications	130,100	175,514	59,253	0	175,514	
TOTAL CONTRACTED SERVICES	135,100	185,514	59,253	0	185,514	
SUPPLIES & MINOR EQPT						
215-5-3800-531100 Supplies	10,814	17,000	0	1,618	18,618	
TOTAL SUPPLIES & MINOR EQPT	10,814	17,000	0	1,618	18,618	
DEBT SERVICE						
215-5-3800-581200 Principal Capital Leas	14,242	0	0	0	0	
215-5-3800-582200 Interest Capital Lease	244	0	0	0	0	

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FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
TOTAL DEBT SERVICE	14,486	0	0	0	0	
TOTAL EXPENDITURES	455,775	643,310	59,253	(0)	643,310	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	(2,880)	0	0	
220-ARP GRANT FUND						
REVENUES						
MISC REVENUE						
220-0-0000-381220 ARP Funding Revenue		1,003,000	0	217,016	1,220,016	
TOTAL MISC REVENUE		1,003,000	0	217,016	1,220,016	
TOTAL REVENUE		1,003,000	0	217,016	1,220,016	
DEPARTMENT - POLICE DEPARTMENT						
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
220-5-3210-511120 Public Safety Salaries	610,008	0	0	610,008	610,008	
TOTAL PERSONNEL SERVICES	610,008	0	0	610,008	610,008	
TOTAL POLICE DEPARTMENT	610,008	0	0	610,008	610,008	
PERSONNEL SERVICES						
220-5-3510-511120 Public Safety Salaries	610,008	0	0	610,008	610,008	
TOTAL PERSONNEL SERVICES		0	0	610,008	610,008	
TOTAL FIRE DEPARTMENT		0	0	610,008	610,008	
OTHER FINANCING USES						
220-5-9000-611110 Transfer to General Fd	0	1,003,000	0	(1,003,000)	0	
TOTAL OTHER FINANCING USES	0	1,003,000	0	(1,003,000)	0	
TOTAL OTHER SOURCES & USES	0	1,003,000	0	(1,003,000)	0	
TOTAL EXPENDITURES		1,003,000	0	217,016	1,220,016	

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	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0	0	
275-HOTEL & MOTEL TAX FUND						
TAXES						
275-0-0000-314120 Hotel/Motel Taxes	2,022,759	2,500,000	1,289,875	0	2,500,000	
TOTAL TAXES	2,022,759	2,500,000	1,289,875	0	2,500,000	
TOTAL REVENUE	2,022,759	2,500,000	1,289,875	0	2,500,000	
DEBT SERVICE						
275-5-5910-580405 DMO -TCT Trf Out	884,957	1,093,750	660,054	0	1,093,750	
275-5-5910-580410 Tourism B-TPD Trf Out	379,267	468,750	282,880	0	468,750	
275-5-5910-580415 Gen Fund Allocation	758,535	937,500	565,761	0	937,500	
TOTAL DEBT SERVICE	2,022,759	2,500,000	1,508,695	0	2,500,000	
TOTAL HOTEL-MOTEL	2,022,759	2,500,000	1,508,695	0	2,500,000	
TOTAL EXPENDITURES	2,022,759	2,500,000	1,508,695	0	2,500,000	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	(218,820)	0	0	

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	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
280-VEHICLE EXCISE FUND						
INTERGOVERNMENTAL REV						
280-0-0000-333600 Car Rental Tax Revenue	221,758	185,503	152,232	0	185,503	
TOTAL INTERGOVERNMENTAL REV	221,758	185,503	152,232	0	185,503	
TOTAL REVENUE	221,758	185,503	152,232	0	185,503	
OTHER FINANCING USES						
280-5-9000-611290 Transfer to TPD	221,758	185,503	0	0	185,503	
TOTAL OTHER SOURCES & USES	221,758	185,503	0	0	185,503	
TOTAL EXPENDITURES	221,758	185,503	0	0	185,503	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	152,232	0	0	

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	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
290-TRADE AND TOURISM						
INTERGOVERNMENTAL REV						
290-0-0000-335100 Arts Council Grant Rev	10,000	0	0	0	0	
TOTAL INTERGOVERNMENTAL REV	10,000	0	0	0	0	
OTHER FINANCING SOURCES						
290-0-0000-391280 DMO-TCT trf fr H/M	884,957	1,288,750	660,054	0	1,288,750	
290-0-0000-391281 Transfer from Vehicle	221,758	185,503	0	0	185,503	
290-0-0000-391285 Tourism B=TPD trf fr H	379,267	468,750	282,880	0	468,750	
290-0-0000-391295 Transfer from Dev Auth	0	0	0	1,700,000	1,700,000	
TOTAL OTHER FINANCING SOURCES	1,485,982	1,943,003	942,934	1,700,000	3,643,003	
TOTAL REVENUE	1,495,982	1,943,003	942,934	1,700,000	3,643,003	
DEPARTMENTAL EXPENDITURES						
DEPARTMENT - Hoyt Smith Center						
PERSONNEL SERVICES						
290-5-6121-511100 Regular Employees	76,274	72,110	38,454	6,580	78,690	
290-5-6121-511200 Part Time Employees	47,854	48,865	9,588	0	48,865	
290-5-6121-511300 Overtime	3,269	1,000	3,329	4,000	5,000	
290-5-6121-511335 Incentive Wages-(1TP)	0	0	0	2,528	2,528	
290-5-6121-512100 Group Insurance	8,153	11,938	4,267	0	11,938	
290-5-6121-512200 Social Security FICA C	7,809	7,848	2,855	0	7,848	
290-5-6121-512300 Medicare	1,835	1,835	670	0	1,835	
290-5-6121-512400 Retirement Contributio	8,728	10,766	0	3,979	14,745	
290-5-6121-512700 Worker's Compensation	(0)	995	0	0	995	
290-5-6121-512800 Vacant Positions	0	31,220	0	0	31,220	
TOTAL PERSONNEL SERVICES	153,922	186,576	59,164	17,087	203,663	
CONTRACTED SERVICES						
290-5-6121-521200 Professional Services	5,000	9,500	2,201	0	9,500	
290-5-6121-522200 Repairs and Maintenanc	2,100	34,000	13,428	0	34,000	
TOTAL CONTRACTED SERVICES	7,100	43,500	15,629	0	43,500	

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FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
SUPPLIES & MINOR EQPT						
290-5-6121-531100 Supplies	3,500	5,000	115	0	5,000	
TOTAL SUPPLIES & MINOR EQPT	3,500	5,000	115	0	5,000	
CAPITAL OUTLAYS > \$5000						
290-5-6121-541200 Site Improvements	0	40,000	3,440	0	40,000	
TOTAL CAPITAL OUTLAYS > \$5000	0	40,000	3,440	0	40,000	
TOTAL Hoyt Smith Center	164,522	275,076	78,348	17,087	292,163	
DEPARTMENT - Economic Development						
CONTRACTED SERVICES						
290-5-7520-521200 Professional Services	884,957	673,238	540,183	0	673,238	
290-5-7520-522200 Repairs and Maintenanc	630	0	0	0	0	
290-5-7520-523600 Dues and Fees	0	0	10,000	0	0	
TOTAL CONTRACTED SERVICES	885,587	673,238	550,183	0	673,238	
SUPPLIES & MINOR EQPT						
290-5-7520-531100 Supplies	1,000	1,000	0	0	1,000	
290-5-7520-531220 Natural Gas	187	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	1,187	1,000	0	0	1,000	
CAPITAL OUTLAYS > \$5000						
290-5-7520-541200 Site Improvements	352,911	993,689	23,526	0	993,689	
290-5-7520-541245 748 VA - Remediation	84,000	0	172,820	200,000	200,000	Development Authority Bond Funding Source
290-5-7520-541246 748 VA - Construction	7,200	0	335,757	600,000	600,000	Development Authority Bond Funding Source
290-5-7520-541280 Theatre - 599 N Centra	575	0	0	0	0	
290-5-7520-541289 LMIG Grant Expenditure	0	0	0	0	0	
TOTAL CAPITAL OUTLAYS > \$5000	444,686	993,689	532,103	800,000	1,793,689	
TOTAL Economic Development	1,331,460	1,667,927	1,082,285	800,000	2,467,927	
TOTAL EXPENDITURES	1,495,982	1,943,003	1,160,633	817,087	2,760,090	

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FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
REVENUE OVER/(UNDER) EXPENDITURES	0	0	(217,699)	882,913	882,913	
301-CAPITAL PROJECTS FUND						
INTERGOVERNMENTAL REV						
301-0-0000-331347 DOT - LMIG Program Rev	68,000	80,000	0	0	80,000	
301-0-0000-331486 CDBG - Sidewalks--CDBG	350,000	300,000	0	130,000	430,000	
301-0-0000-331488 CDBG Revenues	0	0	0	0	0	
TOTAL INTERGOVERNMENTAL REV	418,000	380,000	0	130,000	510,000	
OTHER FINANCING SOURCES						
301-0-0000-391350 Transfer from T-SPLOST	82,000	120,000	0	0	120,000	
TOTAL OTHER FINANCING SOURCES	82,000	120,000	0	0	120,000	
TOTAL REVENUE	500,000	500,000	0	130,000	630,000	
DEPARTMENTAL EXPENDITURES						
CAPITAL OUTLAYS > \$5000						
301-5-5920-541360 CDBG	400,000	350,000	156,712	130,000	480,000	
301-5-5920-541375 DOT -LMIG Program Expe	100,000	150,000	117,931	0	150,000	
TOTAL CAPITAL OUTLAYS > \$5000	500,000	500,000	274,643	130,000	630,000	
TOTAL EXPENDITURES	500,000	500,000	274,643	130,000	630,000	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	(274,643)	0	0	

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FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
350-T-SPLOST						
REVENUES						
TAXES						
350-0-0000-313200 T-SPLOST Revenue	1,262,007	1,200,000	459,121	0	1,200,000	
TOTAL TAXES	1,262,007	1,200,000	459,121	0	1,200,000	
OTHER FINANCING SOURCES						
350-0-0000-395250 PY Fund Balance Alloc	532,000	0	0	0	0	
TOTAL OTHER FINANCING SOURCES	532,000	0	0	0	0	
TOTAL REVENUE	1,794,007	1,200,000	459,121	0	1,200,000	
350-T-SPLOST						
DEPARTMENTAL EXPENDITURES						
CAPITAL OUTLAYS > \$5000						
350-5-5920-541272 Earmark Loop Road	0	0	0	832,000	832,000	
350-5-5920-541278 Traffic Signage Projec	0	0	16,411	30,000	30,000	
350-5-5920-542100 TSPLOST - Technical	0	1,200,000	10,749	(862,000)	338,000	New Cabinet at Atlanta Ave & New Signal Heads Viginia & Rainey
350-5-5920-542120 TSPLOST Capital	1,794,007	0	0	0	0	Silent Crossing Project Comeplete - Per Lee
TOTAL CAPITAL OUTLAYS > \$5000	1,794,007	1,200,000	27,159	0	1,200,000	
TOTAL EXPENDITURES	1,794,007	1,200,000	27,159	0	1,200,000	
REVENUE OVER/(UNDER) EXPENDITURES	0	0	431,962	0	0	

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	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
505-WATER & SEWER FUND						
REVENUES						
CHARGES FOR SERVICES						
505-0-0000-341191 Return Check Fees	350	0	0	0	0	
505-0-0000-341900 Water/Sewer Misc	570	0	0	0	0	
505-0-0000-344210 Water Charges	2,498,000	2,931,423	1,425,094	0	2,931,423	
505-0-0000-344211 Water Tap Fee	20	0	150,100	150,100	150,100	
505-0-0000-344230 Sewage Charges	1,678,900	1,800,000	898,546	0	1,800,000	To match actual receipts - no additional receipts expected Per Lee
505-0-0000-344231 Sewer Tap Fee	0	0	26,500	26,500	26,500	
505-0-0000-344290 Late Fee	90,000	140,000	80,710	0	140,000	To match actual receipts - no additional receipts expected Per Lee
TOTAL CHARGES FOR SERVICES	4,267,840	4,871,423	2,580,950	176,600	5,048,023	
TOTAL REVENUE	4,267,840	4,871,423	2,580,950	176,600	5,048,023	
505-WATER & SEWER FUND						
DEPARTMENT - SEWAGE COLLECTION & DISPO						
SUPPLIES & MINOR EQPT						
505-5-4330-531210 Water/Sewerage	671,552	500,000	254,513	0	500,000	
TOTAL SUPPLIES & MINOR EQPT	671,552	500,000	254,513	0	500,000	
TOTAL SEWAGE COLLECTION & DISPO	671,552	500,000	254,513	0	500,000	
DEPARTMENT - WATER SUPPLY						
PERSONNEL SERVICES						
505-5-4420-511100 Regular Employees	361,242	371,014	175,051	51,170	422,184	
505-5-4420-511300 Overtime	46,882	60,000	18,386	0	60,000	
505-5-4420-511335 Incentive Wages-(1TP)	0	0	0	5,800	5,800	
505-5-4420-512100 Group Insurance	65,119	95,502	38,247	0	95,502	
505-5-4420-512200 Social Security FICA C	23,291	30,443	11,471	0	30,443	
505-5-4420-512300 Medicare	5,503	7,120	2,683	0	7,120	
505-5-4420-512400 Retirement Contributio	43,441	57,573	0	25,881	83,454	
505-5-4420-512700 Worker's Compensation	(0)	4,912	0	0	4,912	
505-5-4420-512800 Vacant Positions	0	49,489	0	0	49,489	
TOTAL PERSONNEL SERVICES	545,478	676,053	245,837	82,850	758,903	

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	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
CONTRACTED SERVICES						
505-5-4420-521200 Professional	163,500	210,000	76,363	0	210,000	
505-5-4420-522200 Repairs & Maintenance	596,700	523,700	277,913	160,000	683,700	
505-5-4420-523200 Communications	32,000	30,000	14,991	0	30,000	
505-5-4420-523210 Information Technology	0	0	20,740	20,740	20,740	
505-5-4420-523400 Printing & Binding	1,800	0	0	0	0	Kendall Supply Service and Support
505-5-4420-523600 Dues & Fees	1,500	5,000	3,091	0	5,000	
505-5-4420-523700 Education & Training	2,600	2,000	0	0	2,000	
505-5-4420-523750 Bad Debt Expense	13,600	0	0	0	0	
505-5-4420-523900 Other	0	6,000	0	0	6,000	
TOTAL CONTRACTED SERVICES	811,700	776,700	393,098	180,740	957,440	
SUPPLIES & MINOR EQPT						
505-5-4420-531100 Supplies	60,000	71,000	65,456	50,000	121,000	
505-5-4420-531220 Natural Gas	5,200	4,800	2,071	0	4,800	
505-5-4420-531230 Electricity	16,200	20,000	5,262	0	20,000	
505-5-4420-531270 Gasoline/Diesel	11,000	10,000	9,077	0	10,000	
505-5-4420-531600 Small Equipment<5000	1,000	0	0	0	0	
TOTAL SUPPLIES & MINOR EQPT	93,400	105,800	81,866	50,000	155,800	
0						
CAPITAL OUTLAYS > \$5000						
505-5-4420-541400 Infrastructure	18,719	18,719	0	0	18,719	
505-5-4420-541600 Infrastructure-CIP-ATL	6,000	50,000	0	0	50,000	
505-5-4420-542200 Vehicles	0	28,000	0	0	28,000	
505-5-4420-542400 Computers	1,189	0	1,738	0	0	
TOTAL CAPITAL OUTLAYS > \$5000	25,908	96,719	1,738	0	96,719	
DEPRECIATION & AMORT						
505-5-4420-561000 Depreciation	458,000	393,000	0	0	393,000	
TOTAL DEPRECIATION & AMORT	458,000	393,000	0	0	393,000	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
DEBT SERVICE						
505-5-4420-580600 PRIN & INTEREST EXP GE	6,800	30,800	30,716	0	30,800	
505-5-4420-582109 Trf to Dev Auth - 2019	464,046	455,699	224,280	0	455,699	
505-5-4420-583100 Trf to Dev Auth 2014 A	511,652	511,652	262,500	0	511,652	
TOTAL DEBT SERVICE	982,498	998,151	517,496	0	998,151	
TOTAL WATER SUPPLY	2,916,984	3,046,423	1,240,036	313,590	3,360,013	
505-WATER & SEWER FUND						
DEPARTMENT - WATER DISTRIBUTION						
SUPPLIES & MINOR EQPT						
505-5-4440-531510 Water Purchases For Re	1,417,497	1,300,000	694,480	100,000	1,400,000	
TOTAL SUPPLIES & MINOR EQPT	1,417,497	1,300,000	694,480	100,000	1,400,000	
CAPITAL OUTLAYS > \$5000						
505-5-4440-542500 Equipment	0	25,000	0	0	25,000	
TOTAL CAPITAL OUTLAYS > \$5000	0	25,000	0	0	25,000	
TOTAL WATER DISTRIBUTION	1,417,497	1,325,000	694,480	100,000	1,425,000	
TOTAL EXPENDITURES	5,006,033	4,871,423	2,189,029	413,590	5,285,013	
REVENUE OVER/(UNDER) EXPENDITURES	(738,193)	0	391,922	(236,990)	(236,990)	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
506-STORMWATER FUND						
REVENUES						
CHARGES FOR SERVICES						
506-0-0000-344210 Stormwater Charges	247,200	227,903	56,109	0	227,903	
TOTAL CHARGES FOR SERVICES	247,200	227,903	56,109	0	227,903	
TOTAL REVENUE	247,200	227,903	56,109	0	227,903	
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
506-5-4320-511100 Regular Employees	77,604	75,748	37,604	6,477	82,225	
506-5-4320-511300 Overtime	985	1,000	771	0	1,000	
506-5-4320-511335 Incentive Wages-(1TP)	0	0	0	1,597	1,597	
506-5-4320-512100 Group Insurance	775	11,938	422	0	11,938	
506-5-4320-512200 Social Security FICA C	4,502	4,820	2,378	0	4,820	
506-5-4320-512300 Medicare	1,053	1,127	545	0	1,127	
506-5-4320-512400 Retirement Contributio	8,133	10,252	0	4,254	14,506	
506-5-4320-512700 Worker's Compensation	(0)	999	0	0	999	
TOTAL PERSONNEL SERVICES	93,053	105,885	41,719	12,328	118,213	
CONTRACTED SERVICES						
506-5-4320-521300 Technical	42,500	50,000	970	0	50,000	
506-5-4320-522200 Repairs & Maintenance	16,500	59,018	175,670	146,652	205,670	
506-5-4320-523200 Communications	122	0	0	0	0	
TOTAL CONTRACTED SERVICES	59,122	109,018	176,640	146,652	255,670	
SUPPLIES & MINOR EQPT						
506-5-4320-531100 Supplies	1,600	2,000	0	0	2,000	
TOTAL SUPPLIES & MINOR EQPT	1,600	2,000	0	0	2,000	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
CAPITAL OUTLAYS > \$5000						
506-5-4320-542500 Equipment	0	11,000	0	0	11,000	
TOTAL CAPITAL OUTLAYS > \$5000	0	11,000	0	0	11,000	
DEPRECIATION & AMORT						
506-5-4320-561000 Depreciation	29,023	0	0	0	0	
TOTAL DEPRECIATION & AMORT	29,023	0	0	0	0	
TOTAL EXPENDITURES	182,798	227,903	218,359	158,980	386,883	
REVENUE OVER/(UNDER) EXPENDITURES	64,402	0	(162,251)	(158,980)	(158,980)	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
540-SOLID WASTE FUND						
CHARGES FOR SERVICES						
540-0-0000-344110 Refuse Collection Char	520,460	493,874	264,091	0	493,874	
540-0-0000-344115 Refuse Collection - Mi	405	500	675	175	675	
540-0-0000-344130 Solid Waste Scrap	760	1,000	0	0	1,000	
540-0-0000-344140 Allied Waste Commissio	4,000	1,000	1,000	0	1,000	
540-0-0000-344150 Clean & Green Revenue	18,000	17,500	9,163	0	17,500	
540-0-0000-344290 Late Fee	9,350	6,800	6,931	0	6,800	
TOTAL CHARGES FOR SERVICES	552,975	520,674	281,860	175	520,849	
TOTAL REVENUE	552,975	520,674	281,860	175	520,849	
DEPARTMENTAL EXPENDITURES						
PERSONNEL SERVICES						
540-5-4510-511100 Regular Employees	19,083	18,314	9,260	1,278	19,592	
540-5-4510-511300 Overtime	1,072	12,000	819	0	12,000	
540-5-4510-511335 Incentive Wages-(1TP)	0	0	0	761	761	
540-5-4510-512100 Group Insurance	8,215	5,969	2,802	0	5,969	
540-5-4510-512200 Social Security FICA C	1,105	2,623	589	0	2,623	
540-5-4510-512300 Medicare	258	614	138	0	614	
540-5-4510-512400 Retirement Contributio	2,087	4,049	0	1,484	5,533	
540-5-4510-512700 Worker's Compensation	0	238	0	0	238	
TOTAL PERSONNEL SERVICES	31,820	43,807	13,608	3,523	47,330	
CONTRACTED SERVICES						
540-5-4510-521200 Professional Fees	411,000	425,827	170,039	0	425,827	
540-5-4510-522110 Disposal service	29,000	26,540	7,776	0	26,540	
540-5-4510-522200 Repairs & Maintenance	47,610	32,000	51,941	20,000	52,000	
540-5-4510-523750 Bad Debt Expense	3,133	0	0	0	0	
TOTAL CONTRACTED SERVICES	490,743	484,367	229,757	20,000	504,367	

CITY OF HAPEVILLE
FY2021-2022 PROPOSED MID-YEAR BUDGET AMENDMENT - As of December 31, 2021

	FY2020-21	FY2021-22	Year-To Date	Amendment Request	Proposed	Comments
	Approved Budget	Approved Budget	Actual	Increase (Decrease)	Amended Budget	Explanation / Justification for Major Increase Requests
SUPPLIES & MINOR EQPT						
540-5-4510-531100 Supplies	22,800	26,500	840	0	26,500	
540-5-4510-531270 Gasoline/Diesel	13,200	16,000	7,164	0	16,000	
TOTAL SUPPLIES & MINOR EQPT	36,000	42,500	8,004	0	42,500	
DEPRECIATION & AMORT						
540-5-4510-561000 Depreciation	14,368	0	0	0	0	
TOTAL DEPRECIATION & AMORT	14,368	0	0	0	0	
TOTAL EXPENDITURES	572,930	570,674	251,370	23,523	594,197	
REVENUE OVER/(UNDER) EXPENDITURES	(19,955)	(50,000)	30,490	(23,348)	(73,348)	

22-PC-01-01

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

Name of Applicant Sonial Patel / JAY PATEL
Mailing Address: 2253 GRADY RIDGE TRL, DULUTH, GA 30097
Telephone (678) 468-4253 Mobile # [REDACTED] Email JAY@JMSFAMILYLP.COM
Property Owner (s) FORT WAYNE CAPITAL, LLC
Mailing Address 2253 GRADY RIDGE TRL, DULUTH, GA 30097
Telephone (678) 468-4253 Mobile # [REDACTED]
Address/Location of Property: NORMAN BERRY DR, HAPEVILLE, GA 30354
Parcel I.D. # (INFORMATION MUST BE PROVIDED): 7069387 / 14 -0127- LL-123-0
Present Zoning Classification: C2 Size of Tract: 1.39 acre(s)
Present Land Use: Parking Lot/Vacant Land

Please check the following as it applies to this application

☐ Site Plan Review
☒ Conditional Use Permit
☐ Temporary Use Permit Other (Please State) _____

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

Applicant's signature JAY PATEL

Date: 11/29/21

Sworn to and subscribed before me

This 29th day of NOVEMBER, 2021.

[Signature]
Notary Public



CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

WRITTEN SUMMARY

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

Ownership plans to use the North West corner (with frontage on Norman Berry) of the parcel for an additional parking lot to accommodate the patrons/customers of Hapeville Center.

The subject area of the parcel was used in the past as a parking lot and therefore has been paved and stripped as such.

Ownership would like to renew the conditional/temporary use permit for this area and will comply with the requirements of the city.

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

AUTHORIZATION OF PROPERTY OWNER

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

7069387 / 14 -0127- LL-123-0

(Norman Berry Drive)

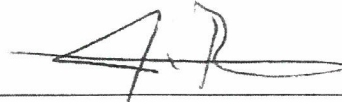
City of Hapeville, County of Fulton, State of Georgia

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

Name of Applicant FORT WAYNE CAPITAL, LLC

Address of Applicant
2253 GRADY RIDGE TRL, DULUTH, GA 30097

Telephone of Applicant
(678) 468-4253



Signature of Owner

JAY PATEL

Print Name of Owner

Personally Appeared Before Me this 29th day of NOVEMBER, 2021.

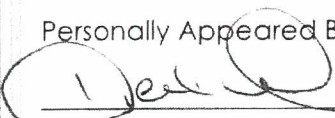

Notary Public



Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin found at the intersection of the northerly right-of-way of Virginia Avenue with the easterly right-of-way line of Norman Berry Drive and thence North 25 degrees 47 minutes 16 seconds West a distance of 37.77 to an iron pin on the easterly line of the 50' right-of-way of Norman Berry Drive; thence North 00 degrees 45 minutes 11 seconds East along said right-of-way line a distance of 316.81 feet to THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, running thence North 00 degrees 45 minutes 11 seconds East along said easterly right-of-way of Norman Berry Drive a distance of 183.07 feet to a point; thence leaving said easterly right-of-way of Norman Berry Drive and following the right-of-way of the Virginia Avenue exit ramp from I-85 to following courses and distances: North 27 degrees 37 minutes 48 seconds East a distance of 58.32 feet to a point; thence along the arc of a 250' radius curve to the right an arc distance of 121.52 feet (said arc being subtended by a chord bearing North 75 degrees 05 minutes 40 seconds East and having a chord distance of 120.33') to a point; thence along the arc of an 85.20' radius curve to the right an arc distance of 135.64 feet (said arc being subtended by a chord bearing South 49 degrees 16 minutes 08 seconds East and having a chord distance of 121.76') to a point; thence South 00 degrees 13 minutes 16 seconds West a distance of 189.19 to an iron pin set; thence leaving said exit ramp and running North 89 degrees 14 minutes 49 seconds West along the center line of a 31' Joint Access Easement a distance of 237.56 feet to the POINT OF BEGINNING; being as more fully shown by ALTA/ACSM Survey for Diplomat Development Company, LLC, by Charles S. Crisp, GA RLS No. 2936, dated September 18, 2007 (the "Survey").

TOGETHER WITH the rights, easements, privileges and obligations appurtenant to the above-described land created and established under that certain Declaration of Reciprocal Easement by Diplomat PR Hotels, LLC, dated December 19, 2007, filed December 26, 2007, and recorded in Deed Book 46143, page 689, Records of Fulton County, Georgia.

Site Plan Checklist – Please include with your application.

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

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

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

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

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

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

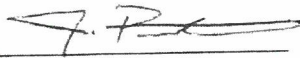
- ☒ The location and general design cross-section characteristics of all driveways, curb cuts and sidewalks including connections to building entrances. A walkway from the primary entrance directly to the public sidewalk is required for all single-family residential development.
- ☒ The locations, area and number of proposed parking spaces. Please refer to Article 22.1 Chart of Dimensional Requirements to determine the correct number of parking spaces for your particular type of development.
- ☐ Existing and proposed grades at an interval of five (5) feet or less.
- ☒ The location and general type of all existing trees over six (6) inch caliper and, in addition, an identification of those to be retained. Requirements for the tree protection plan are available in Code Section 93-2-14(f). Please refer to Sec. 93-2-14(y) to determine the required tree density for your lot(s).
- ☐ A Landscape Plan: The location and approximate size of all proposed plant material to be used in landscaping, by type such as hardwood deciduous trees, evergreen trees, flowering trees and shrub masses, and types of ground cover (grass, ivies, etc.). Planting in parking areas should be included, as required in Section 93-23-18.
- ☐ The proposed general use and development of the site, including all recreational and open space areas, plazas and major landscape areas by function, and the general location and description of all proposed, outdoor furniture (seating, lighting, telephones, etc.). Detached single-family residential development may be exempt from this requirement.
- ☐ The location of all retaining walls, fences (including privacy fences around patios, etc.) and earth berms. Detached single-family residential development may be exempt from this requirement.
- ☐ The identification and location of all refuse collection facilities, including screening to be provided. Detached single-family residential development may be exempt from this requirement.

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

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

Applicant Signature: _____

Date 11/29/21


JAY PATEL

ALTA-ACSM LAND TITLE
SURVEY MADE FOR:
JEFFERIES LOANCORE LLC
A DELAWARE LIMITED LIABILITY COMPANY
HAPEVILLE CAPITAL, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY

PROPERTY LOCATED IN:
LAND LOT 127 * 14TH DISTRICT
CITY OF HAPEVILLE
FULTON COUNTY, GEORGIA
SCALE: 1" = 30' * 12-02-2013



THIS PLAT WAS PREPARED FOR THE EXCLUSIVE
USES OF THAT NAME APPEARING IN THE TITLE
BLOCK AND IS CERTIFIED TO NO OTHER PARTY.

REVISED 12-19-2013
REVISED 05-08-2014
REVISED 07-13-2014

FORM OF CERTIFICATION:
TO FIRST AMERICAN TITLE INSURANCE COMPANY, HAPEVILLE CAPITAL, LLC AND JEFFERIES LOANCORE LLC,
A DELAWARE LIMITED LIABILITY COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN
ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND
TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS (1),
2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 11(a), 16, (18)* AND 21 OF TABLE A HEREOF. THE FIELD
WORK WAS COMPLETED ON 11-21-2013.

DATE OF PLAT OR MAP: 07-13-14.

JONATHAN B. PRINCE, R.L.S. #3244



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 127 of the 14th District of Fulton
County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found at the point of intersection of the northerly right-of-way line of Virginia
Avenue and the southeasterly end of a chamfer at the easterly right-of-way line of Norman Berry Drive;
thence along said chamfer North 25 degrees 47' minutes 16 seconds West a distance of 37.77' to an iron
pin found on the existing right-of-way of Norman Berry Drive (having a 50' right-of-way at said point);
thence along the easterly right-of-way of Norman Berry Drive North 00 degrees 45' minutes 11 seconds
East a distance of 316.81 feet to an iron pin set; thence leaving said easterly right-of-way of Norman
Berry Drive South 89 degrees 14' minutes 49' seconds East a distance of 237.56 feet to an iron pin set on
the right-of-way of the Virginia Avenue Exit Ramp from Interstate 85; thence along said Exit Ramp
right-of-way the following courses and distances: South 00 degrees 13' minutes 16 seconds West a
distance of 191.08 feet to an iron pin found; thence along the arc of a curve to the right (said curve being
subtended by a chord having a direction of South 34 degrees 15' minutes 06 seconds West, a distance of
191.10 feet and a having a radius of 168.04 feet an arc distance of 203.27' to an iron pin found on the
northerly right-of-way of Virginia Avenue (having a 100' right-of-way at said point); thence North 89
degrees 19' minutes 48 seconds West a distance of 116.99 to the true POINT OF BEGINNING; being the
same property being shown on that certain ALTA I/ACSM Land Title Survey for Jefferies Loancore LLC, A
Delaware limited liability company, Hapeville Capital, LLC, First American Title Insurance Company, dated
December 2, 2013, with a revised date of July 13, 2014 prepared and sealed by Jonathan B. Prince, GA
RLS # 3244, which plat of survey is incorporated herein by reference for all purposes (the "Survey").

TOGETHER WITH the rights, easements, privileges and obligations appurtenant to the above described
land created and established under that certain Declaration of Reciprocal Easement by Diplomat PR
Hotels, LLC, dated December 19, 2007, filed December 26, 2007, and recorded in Deed Book 46143, page
689, Records of Fulton County, Georgia.

NOTE:

WITH REGARD TO TABLE A, ITEM 11(b), SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE
COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND
UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES
CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED, WHERE ADDITIONAL OR MORE
DETAILED INFORMATION IS REQUIRED. THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

FIRST AMERICAN TITLE INSURANCE COMPANY

File No. 71405-2250

EFFECTIVE DATE: JULY 13, 2014

SCHEDULE B-2

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters
unless the same are disposed of to the satisfaction of the Company:

1. INTENTIONALLY DELETED
2. INTENTIONALLY DELETED
3. INTENTIONALLY DELETED
4. INTENTIONALLY DELETED
5. INTENTIONALLY DELETED
6. Conveyance of access rights and easements contained in that certain Right of Way Deed from
the City of Atlanta to the State Highway Department of Georgia dated April 18, 1960, and
recorded in Deed Book 3563, page 71, Records of Fulton County, Georgia.
7. Reservation of Access Rights contained in that certain Quitclaim Deed from the Department
of Transportation to Diplomat MIB Hotels, LLC dated July 22, 2002, filed July 23, 2002, and
recorded in Deed Book 32785, page 391, aforesaid records.
8. Easement in favor of Georgia Power Company recorded in the following records of Fulton
County, Georgia:
 - a. from Diplomat Companies, filed May 17, 2005, and recorded in Deed Book
44025, page 544;
 - b. from Diplomat MIB Hotels, LLC, filed December 11, 2006 and recorded in Deed
Book 44052, pages 13; and
 - c. from Diplomat Companies, filed January 2, 2007, and recorded in Deed Book
44180, page 568.
9. Declaration of Reciprocal Easement by Diplomat PR Hotels, LLC dated December
19, 2007, filed December 26, 2007, and recorded in Deed Book 46143, page 689, aforesaid
records.

10. INTENTIONALLY DELETED
11. INTENTIONALLY DELETED
12. INTENTIONALLY DELETED
13. INTENTIONALLY DELETED

SCHEDULE B

EXCEPTIONS

EXCEPTION 6 IS SHOWN BY THE RIGHT-OF-WAY OF INTERSTATE #85 AND THE EXIT RAMP OF INTERSTATE
#85 AND AFFECTS THE PROPERTY AND IS SHOWN AS PLOTTED

EXCEPTION 7 IS SHOWN BY THE RIGHT-OF-WAY OF INTERSTATE #85, VIRGINIA AVENUE, AND NORMAN
BERRY DRIVE AND AFFECTS THE PROPERTY AND IS SHOWN AS PLOTTED

EXCEPTION 8 IS A EASEMENT TO GEORGIA POWER COMPANY AND AFFECTS THE PROPERTY AND IS
BLANKET IN NATURE

EXCEPTION 9 IS SHOWN BY THE 31' JOINT ACCESS EASEMENT, 20' SANITARY SEWER EASEMENT ALONG
ALL SANITARY SEWER LINES AND THE 10' UNDERGROUND UTILITY EASEMENT. THE 20' SANITARY SEWER
EASEMENT DOES NOT RUN UNDERNEATH ANY STRUCTURES

PREPARED BY:
J.B. PRINCE & ASSOCIATES, INC.
110 NORTH BERRY STREET
STOCKBRIDGE, GA. 30291
PHONE # (770-957-4614)



PLANNER'S REPORT

DATE: January 6, 2022
TO: Adrienne Senter
FROM: Lynn Patterson
RE: Conditional Use Permit for Parcel ID 14-0127-LL1230 Commercial Parking Lot

BACKGROUND

The City of Hapeville received a conditional use permit from Sonial Patel and Jay Patel on behalf of Ft. Wayne Capital to create a commercial parking lot located at the front portion of Parcel ID 14-0127-LL1230 (see parking / landscape plan). The proposed parking lot shows 35 spaces which will serve the tenants of 1155 Virginia Avenue. There are no other approved commercial parking lots in close proximity.

Previously, a conditional use for this parking lot was approved on September 19, 2017 and again in 2018. Conditions for the approval of the previous commercial parking lot included:

Not all of the conditions were met and maintained, specifically the landscape and striping requirements.

The property owner in 2017 and 2018 had contended they were seeking a national brand hotel; however, development has not come to fruition at this location. This may be largely in part because of existing utilities (24" storm sewer running east / west and two sanitary sewers with 20' easements running north / south and east west on the parcels. In the interim, representatives for Hapeville Center, 1155 Virginia Avenue, have indicated a need for additional parking for their tenants.

An inquiry to the police department resulted in no reported extraordinary incidents.

CODE

Article 11.2. – U-V Zone (Urban Village)

Sec. 93-11.2-1. – Intent

The U-V district is established in order to:

- (1) Accommodate a mixed-use, urban fabric that preserves neighborhood scale;
- (2) Accommodate residents in the district with pedestrian access to services and employment;
- (3) Promote neighborhoods established near shopping and employment centers;
- (4) Encourage pedestrian and neighborhood uses in the commercial area;
- (5) Discourage land uses that are automobile or transportation related;
- (6) Exclude industrial uses such as manufacturing, processing and warehousing;
- (7) Promote retail and related commercial uses such as business offices, florists, card shops, antique shops, new apparel shops and banks; and
- (8) Encourage intensified mixed-use with commercial uses on the ground floor and dwellings above.

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

(a) Special use permit criteria. Special uses are compatible uses of land or the improvement of structures within a zoning district that reasonably require special consideration and therefore, are not allowed "by right." The following standards shall be considered in evaluating the appropriateness of all proposed special uses of property:

- (1) Impact on the use or development of adjacent properties, or the surrounding area, as concerns public health, safety or general welfare;
- (2) Capacity of the lot to accommodate the use and satisfy the dimensional requirements of the ordinance;
- (3) Compatibility with adjacent properties and other land uses in the vicinity;
- (4) Potential nuisance or hazardous characteristics, specifically as concerns the number of individuals projected to use such facility or nature of the activity;
- (5) Impact on traffic movement, availability of off-street parking, options for buffering or protective screening, hours and manner of operation, lighting, signs and access to the property; and
- (6) Conformance of the special use to other requirements of the ordinance.

(d) Commercial parking lots.

- (1) Commercial parking shall be permitted as a customary accessory use or a principal use in the V, U-V, D-D, C-1 and C-2 zones.
- (2) Commercial parking lots established following the date of adoption of this ordinance shall be subject to all provisions of section 93-23-18, landscape requirements for vehicular use areas.
- (3) Any commercial parking lot that abuts a residential use or zoning district shall provide a landscaped buffer in compliance with section 93-3.2-6(c)3.

Conditional Use Permit Review

Sec. 93-25-6. - Standards of review.

(a) In ruling on any matter herein in which the exercise of discretion is required, or in ruling upon any application for zoning map amendment, the administrative official or legislative body shall act in the best interest of the health, safety, morals, and general welfare of the city. In doing so, they will consider one or more of the following factors as they may be relevant to the application:

(1) The existing land use pattern;

The existing land use pattern is primarily retail, hotel and office. The parking lot supports existing commercial land uses all of which contain surface parking.

(2) The possible creation of an isolated district unrelated to adjacent and nearby districts;

The commercial parking lot would be used for retail and commercial services and would not be permitted for overnight parking or airport parking. This is consistent with adjacent and nearby districts.

(3) The population density pattern and possible increase or overtaxing of the load one public facilities including, but not limited to, schools, utilities, and streets;

The parking lot accommodates supposedly can accommodated 35 vehicles. The parking lot will need to be improved and configured to meet current standards which may impact the number of parking spaces. Regardless, the number of vehicles accommodated in the parking lot should not overtax streets, schools, utilities or other public facilities. Additional safety measure will be a condition of the special permit.

(4) The cost of the city and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures;

There is no cost to the City. There are ongoing concerns regarding the remainder of the lot where transportation companies are using the lots as holding areas for limousines and other transport.

(5) The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity;

There are no indications of negative impacts to the environment.

(6) Whether the proposed zoning map amendment will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations;

The improvement of the lots with conditions set forth by the City would improve the lot and would not create negatively impact the value or development of adjacent properties.

(7) Whether there are substantial reasons why the property cannot be used in accordance with existing regulations;

As stated above, the presence of the storm and sanitary sewers limit the potential for development of the site.

(8) The aesthetic effect of existing and future use of the property as it relates to the surrounding area;

The proposed conditions for the parking lot would improve the aesthetic of the area,

(9) The extent to which the proposed zoning map amendment is consistent with the land use plan;

The Future Land Use Map categorizes this area as High Intensity Mixed Use. The U-V zoning district is meant to be pedestrian-oriented and not encourage automobile-oriented uses. A commercial parking lot, and furthermore, one that is adjacent to the street, does not meet this intent. However, this is a small parking lot and would support existing businesses.

(10) The possible effects of the proposed zoning map amendment on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community;

The adherence to the parking lot improvement conditions would minimize negative effects on the zoning district.

(11) The relation that the proposed zoning map amendment bears to the purpose of the overall zoning scheme, with due consideration given to whether or not the proposed change will help carry out the purposes of these zoning regulations;

The conditional use approval for a commercial parking lot supports the retail activities desired in the U-V district.

(12) Applications for a zoning map amendment which do not contain specific site plans carry a rebuttable presumption that such rezoning shall adversely affect the zoning scheme;

Not applicable

(13) The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great weight;

Not applicable

(14) In those instances in which property fronts on a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall be considered to carry great weight.

Not applicable

Applicable Code for Parking Lot Site Requirements

Sec. 93-23-3. - Setbacks from property lines.

Off-street parking and loading spaces and their respective maneuvering **areas shall be set back not less than five feet from all property lines**, except where those spaces and areas for adjacent properties abut, or are in contiguous use, there need not be any setback.

Sec. 93-23-11. - Size of off-street parking spaces, including parking spaces for compact automobiles, and parking spaces for automobiles of the physically handicapped.

- (a) **Of the total number of parking spaces required for any nonresidential use having 20 or more off-street parking spaces, a maximum of 70 percent shall be "full-size" as described in the table below, and a minimum of 30 percent shall be "compact size" as described in the table below:**

Minimum Full-Size Space Dimensions

Type of Space	Width of Space	Length of Space
Parallel at curb to angle of 29 degrees	8.5 feet	22 feet
Angle of 30 degrees to 60 degrees	9 feet	18 feet
Angle of 61 degrees to 90 degrees	10 feet	18 feet

Minimum Compact-Size Parking Space Dimensions

Type of Space	Width of Space (feet)	Length of Space (feet)
---------------	-----------------------	------------------------

Parallel at curb to angle of 29 degrees	8	19
Angle of 30 degrees to 60 degrees	8.5	15
Angle of 61 degrees to 90 degrees	9	15

(b) There shall be adequate interior passageways, drives and maneuver areas, as determined by the building official, to accommodate each space and to connect each space with a public street.

(c) In addition to the above-stated requirements, parking space for automobiles of the physically handicapped shall be provided in accordance with the following standards.

(1) Access to buildings generally.

- a. Accessibility to such building shall be provided from rights-of-way in parking areas by means of a pathway leading to at least one entrance generally used by the public. Such pathway shall have been cleared of all obstructions relating to construction activity, prior to the opening of the building to the general public. Where curbs exist along such pathway, as between a parking lot surface and a sidewalk surface, inclined curb approaches or curb cuts having a gradient of not more than one foot in 12 feet and a width of not less than four feet shall be provided for access by wheelchairs.
- b. A parking lot servicing each entrance pathway shall have a number of level parking spaces as set forth in the following table, identified by abovegrade signs as being reserved for physically handicapped persons. Each parking space so reserved shall be not less than 12 feet in width.

Parking Spaces for Handicapped

Total Spaces and Lot	Required No. of Reserved Spaces
Up to 25	1
26 to 50	2
51 to 75	3
75 to 100	4

2 Accessible Parking spaces required.

- (2) Location. Parking spaces for the physically handicapped shall be located as close as possible to elevators, ramps, walkways and entrances.

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

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

- (b) *Areas subject to the requirements of this section.* Vehicular use areas, except those less than ten parking spaces, parking garages, and public rights-of-way shall conform to the minimum landscaping requirements hereinafter provided.
- (c) *Procedure for the development of vehicular use areas.*
 - (1) *Permit requirements.* No building grading, or tree removal permit shall be issued until approval of a required landscape plan for vehicular use areas. Prior to submission of building plans, the requirements of this section must be met. In cases where a vehicular use area is located on a lot other than that of the principal building, building plans may be submitted for review.
 - (2) *Submission of a required survey and proposed landscape plan.*
 - a. The applicant or his authorized agent shall submit to the planning and zoning department three copies of each survey and landscape plan at a scale no greater than one inch equals 50 feet. The proposed landscaping may be superimposed on the proposed site plan or on a separate sheet, provided all drawing are the same scale.
 - b. Each survey and landscape plan shall include the following:
 - 1. Name, signature, address, and telephone number of property owner, surveyor, and or designer;
 - 2. North arrow and scale;
 - 3. All dimensions; and
 - 4. All required information and data listed on drawings.
 - (3) *Survey.* The required survey shall include the following information:
 - a. Legal description of the property.
 - b. All trees and survey data as defined in this chapter.
 - c. Existing structures, buildings, parking spaces, accessways, and public streets.
 - d. Aboveground and belowground utility lines and easements.
 - e. Existing natural features and topography at one-foot contour intervals. In areas where slopes are 20 percent or greater, a five-foot contour interval may be substituted.
 - (4) *Landscape plan.* The proposed landscape plan shall include the following information:
 - a. All trees, natural features, man-made appurtenances and structures to be retained upon the site and all topographic changes.
 - b. All proposed landscaping improvements and planting or landscaping areas identified. The grade, spacing, size, and name of proposed landscape materials shall be listed on the plan.
 - c. Comments regarding site preparation, tree preservation, methods of installation, and methods of maintenance shall be listed on the plan in accordance with chapter 93, article 29.
 - d. Required plans shall identify all vehicular use areas, aisles, driveways, sidewalks, wheel stops, and or curbs and other vehicular use controls. The location of the curb cuts, median openings on abutting streets, lighting, underground irrigation system, hose bibs, proposed planting areas, decorative and or screening walls, and related buildings shall be shown.
- (d) *Landscape requirements.* All vehicular use areas subject to these regulations shall be required to have the following maintained perimeter and interior landscaped areas:

- (1) ***Tree requirements.*** Interior and exterior tree plantings are to be provided in accordance with chapter 93, article 29. Trees must be planted in interior portions of parking lots so that no parking space is more than 50 feet from a parking lot tree.
- (2) ***Perimeter landscape requirements.***
 - a. All exterior perimeters of all vehicular use areas shall have a perimeter landscaped area with no horizontal dimension less than five feet. A decorative masonry wall, earth berm, natural landscaping screen in accordance with the buffer requirements of chapter 93, article 29 and or combinations of the above shall be installed in such a manner as to screen the vehicular use area from adjacent properties or public rights-of-way. Screening areas shall be maintained at a minimum height of three feet.
 - b. Where other provisions of this chapter required a six-foot screening wall of masonry construction, such screening wall may totally or in part be substituted with a natural landscape screen and or earth berm upon approval of the planning commission. Such natural screening shall be at least three feet in height at time of planting and maintained at a height of five feet with a visibility obstruction of at least 75 percent.
 1. i. **When abutting a public street right-of-way, landscaped areas along a public street shall have a minimum dimension of five feet and a minimum average dimension of ten feet from the right-of-way line to the vehicular use area.**
 - ii. In addition, the requirements of section 93-2-7 shall be met.
 2. When abutting adjacent properties. Required perimeter landscaped areas which would abut adjacent, existing nonresidential properties may be allocated as additional interior or other additional perimeter landscaping.
- (3) ***Permitted modification to the landscaping requirements.***
 - a. In cases where the landscaped area requirements of subsection (d)(2) may exceed 20 percent of the vehicular use area, the applicant may be allowed to reduce dimensions of landscaped areas other than those abutting a public street right-of-way or adjacent to the residential uses or zones to equal a 20 percent maximum provided a method of vegetative and or masonry screening is maintained and is approved by the planning and zoning department.
 - b. In instances where proposed innovative designs, landscaping techniques, and site amenities are believed to fulfill the intent of subsection (a) above, the strict requirements of this section may be waived by the planning commission.
 - c. In instances where healthy plant material exists, the requirements outlined in subsections (d)(2) of this section may be adjusted thereby allowing credit for the preservation of existing plant material. The planning commission may make such adjustments so long as the intent of this section is preserved.
 - d. Open lot sales of vehicles may be excluded from the perimeter screening requirements adjacent to public rights-of-way by the planning commission, provided the tree requirements and area requirements are met.
- (4) ***Landscape installation requirements.*** All landscaping shall be installed in accordance with accepted good planting procedures.
 - a. ***New plant materials.***
 1. All separate landscaped areas shall have a minimum variety of two living plant materials other than trees; total landscaping areas required shall include a minimum variety of three landscape materials other than trees.

2. Paving (other than walks) and artificial plants shall not be permitted within landscaping areas.
 3. Trees, hedges, and shrubs must meet the requirements of chapter 93, article 29.
 4. Lawn grass and ground covers. Grass may be sodded, plugged, sprigged, or seeded except that solid sod shall be used in swales or other areas subject to erosion. In areas where plant materials other than solid sod or grass is used, a fast-growing grass seed shall be sown for immediate effect and protection until coverage is otherwise achieved. Grass sod shall be clean and reasonably free of weeds and noxious pests or disease. Ground covers which present a finished appearance and reasonable complete coverage at time of planting may be used in lieu of grass sod.
- b. *Existing plant materials.* Existing living plant materials to be preserved shall be in accordance with of this chapter and chapter 93, article 29.
 - c. *Earthwork.* Earth berms shall be of variable height and slope. Swales and ponds shall be permitted for onsite retention of stormwater provided they are approved by the city's planning and zoning department.
 - d. *Encroachment.* **Landscaped areas, walls, structures, and walks shall require appropriate protection from vehicular encroachment by utilizing wheel stops, curbs, posts, wood, brick-work, and/or other devices. Placement of these devices shall be located at least two and one half feet from walks, walks, and structures and may be placed one foot from landscaped areas to prevent a vehicular overhang of no more than one and one half feet of landscaping area may be counted as part of the required depth of each parking space.**
 - e. *Maintenance.* The owner or his agent shall be responsible for the maintenance of all landscaping which shall be maintained in good condition so as to present a healthy, neat, and orderly appearance and shall be kept free from refuse and debris. The owner shall replace all landscaped materials required if, for any reason, they die or are severely damaged within one year of the final approval of the installation. The owner is thereafter responsible to maintain the landscaping in a healthy manner.
 - f. *Planting bed.* The planting bed for all landscaping materials shall be free of weeds, debris, and noxious material and shall consist of a healthy plant growth medium. The planting bed soil shall provide adequate support, drainage, and nutrients for the plants and thus may require the incorporation of sand, peat, and or topsoil into the soil. Such planting soil shall be placed throughout the planting hole for each plant, and this hole shall be at least twice as wide as the width of the plant ball and one and one half as deep as the depth of the plant ball.
- (e) *City review of landscape plan.* The planning and zoning department shall approve or reject the required landscape plan. The decision of the planning and zoning department shall be deemed final administrative action, but may be appealed to the board of appeals provided such appeal is made in writing at least 30 days prior to the next regular board of appeals meeting. Developments which require site plan approval by the planning commission shall be reviewed and approved by the planning commission for compliance to this section.
 - (f) *Certification of compliance.* Upon completion of the landscape improvements, the site shall be inspected for compliance to the approved landscape plant. A certificate of compliance must be issued before a certificate of occupancy can be issued for any related structures. When occupancy of a related building is desired prior to completion of the required landscaping, a temporary certificate of occupancy may be issued if a financial guarantee in the amount equal to 100 percent of the cost for landscaping improvements is provided and acceptable in form to the city attorney.

Tree Conservation Ordinance

Sec. 93-29-4. - General plan requirements.

A tree conservation and replacement plan shall be submitted and approved as part of the pre-development site plans as required by the provisions of this article. No plans shall be accepted by city staff unless tree protection and/or tree replacement plans are included in the initial submittal. All commercial parcels and residential lots (if applicable) under development shall comply with street tree, parking lot tree and buffer tree requirements regardless of whether the 100 inches per acre has been met with existing trees. Street tree requirements are subject to the architectural design standards and the zoning categories identified within this chapter.

(1) Any areas with trees between the sidewalk and back of curb shall be designed so that required street trees are planted in a suitable soil volume. Planting environment shall provide an average soil depth greater than or equal to three feet. Each street tree shall have a minimum area suitable for root growth of 200 square feet provided.

a. In addition to or in conjunction with the tree protection areas, each single-family residential lot 7,500 square feet or greater shall contain a minimum of two two-inch caliper overstory trees, at least one of which must be located in the front yard. Staff may allow an understory tree in the front yard if there are unforeseen constraints such as overhead powerlines.

b. In addition to or in conjunction with the tree protection areas, each single-family residential lot less than 7,500 square feet shall contain a minimum of two two-inch caliper trees (one overstory and one understory), at least one of which must be located in the front yard.

(2) Parking lot trees shall be provided in landscape islands in parking areas proposing ten or more spaces. Parking areas with fewer than five spaces and multi-level parking decks are exempt.

(3) A sufficient number of (minimum) three-inch caliper trees must be planted in interior portions of parking lots so that no parking space is more than 50 feet from a parking lot tree. Show a 50-foot radius dashed circle for each parking lot tree on tree replacement plan to verify graphically. Up to 20 percent of parking lot trees may be planted along the perimeter of the parking lot. Landscaped islands shall terminate each row of parking and all landscaped islands planted with trees shall provide a minimum of 200 square feet per tree. Light poles are not permitted in parking lot islands, peninsulas and medians unless they are a minimum of 20 feet from any planted tree (see appendix B, attached to the ordinance from which this article derived, for typical details).

(4) All parking areas directly adjacent to public rights-of-way shall have a minimum of one row of shrubs to create a visual screen. The shrubs shall be installed at 24-inch height minimum and shall be maintained between 30- and 48-inch height. (See appendix B, attached to the ordinance from which this article derived, for typical detail.)

(5) The tree replacement plan shall be designed so that all parking lot trees are planted in a suitable soil volume. Planting environment shall provide an average soil depth greater than or equal to three feet. Each parking lot tree shall have a minimum area suitable for root growth of 200 square feet provided, however, if this minimum square footage is not provided, subsurface soil cells shall be incorporated into the tree replacement plan. All applicable details to show an industry standard subsurface soil cell design shall be attached as part of the tree replacement plan. (See appendix C, attached to the ordinance from which this article derived.)

RECOMMENDATION

The property has not been developed as was originally intended by the property owner. Given a lack of alternative and the need for parking in the area, staff recommends a special use permit for a parking lot be granted with the following conditions and any other the Planning Commission or City Council deem appropriate. No parking will be allowed on the site until all conditions are met. Should the conditions not be maintained, the City will issue a citation and reserve the right to revoke the conditional use.

The parking lot shall adhere to all landscape requirements per Sec 93-28-18, the U-V, Urban Village Sec 93-11.2 Sec. 93-11.2-7. - Area, placement, and buffering requirements., Sec. 93-11.2-9. - Sidewalk requirements, Sec. 93-11.2-10. - Parking and curb cut requirements, and Sec. 93-2-5. - Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences, and any other applicable City Codes.

Highlights from this sections include but are not limited to:

- A survey and landscape plan meeting the requirements above must be provided. The survey and landscape plan must clearly show the dimensioned parking spaces (handicapped, full-size, and compact).
- The parking lot shall be resurfaced, striped and maintained.
- Proper on-site water retention and drainage for the site must be detailed and provided.
- A fence meeting City Code must surround the lot.
- Street trees, 30' on center must be provided.
- Lighting for the parking lot.
- Security cameras for the parking lot.
- The exterior perimeter landscape area must have a horizontal dimension of no less than 5 feet with an average of 10 feet along Norman Berry drive. Vegetative screening in this landscape area must be maintained at a minimum height of three feet.
- Interior and exterior tree plantings are to be provided in accordance with chapter 93, article 29. Trees must be planted in interior portions of parking lots so that no parking space is more than 50 feet from a parking lot tree. These trees must be placed in landscaped beds protected from the adjacent vehicles.
- This is a commercial parking lot and not an airport parking lot serving the adjacent retail. Therefore, no shuttles shall operate nor will there be any parking for more than 24 hours permitted. Signs shall be provided on the site indicating the above parking restrictions.



Site Location



CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

THE DAILY REPORT
136 Pryor Street, SW
Suite CB14
Atlanta, GA 30303

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

In Re: Ad # 571663

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent for the ALM, LLC publishers of the Daily Report, the official legal organ of Fulton County, published in Atlanta, Georgia, in said county and state, and that the publication, of which is annexed is true copy, was published in said newspaper as provided by law on the following dates: 12/29/21, _____, _____, _____

Alicia Seals
Agent of the Daily Report

Sworn to and subscribed before me this
14th day of January, 2022

K Mosley
Signature, Notary Public
K. Mosley

My Commission Expires Apr. 22, 2022
Location: Fulton County, Georgia



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, January 18, 2022 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A. § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to consider the following:

Consideration of a Conditional Use Permit to operate a commercial parking lot on a 1.36-acre parcel located at 0 Norman Berry Drive, Hapeville, Georgia 30354, Parcel Identification Number 14-0127-LL1230. The property is zoned U-V, Urban Village and is subject to the zoning regulations under Section 93-11.2-5 (Conditional Uses) of the City of Hapeville Zoning Ordinance.
Applicants: Sonial Patel and Jay Patel

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on January 17, 2022. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000571063:12/29-1AS



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

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=498&key=-1&mod=-1&mk=-1&nov=0>

January 18, 2022 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:02 PM
2. **ROLL CALL:** All Members of Council were present with exception of Councilman Adams, which constituted a quorum.
 - ✓ Alan Hallman
 - ✓ Mike Rast
 - ✓ Brett Reichert
 - × Mark Adams
 - ✓ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the January 18th Meeting.
4. **PUBLIC HEARING:**
 - 4.I. Consideration and Action on Alcohol Beverage License request by Paper Plane at 816 S Central Ave, Atlanta, GA 30354.

Staff Comments: Staff informed the Governing Body that Paper Plane has completed all of the necessary steps in the alcohol license application process. **Applicant Comments:** David Hewitt **Public Comments:** There were no public comments made for this item.

MOTION: Alderman Rast made a motion to approve Alcohol Beverage License request by Paper Plane at 816 S Central Ave, Atlanta, GA 30354, Councilman Reichert provided a seconded. **Motion carried 3-0.**
 - 4.II. Consideration of an amendment to the Code of Ordinances, City of Hapeville, Georgia, Chapter 93 (Zoning), Article 3.1 (Zones), Section 93-3.1-2 (Zoning Map) - First Reading.

Discussion item only; Staff Comments: Dr. Lynn Patterson, City Planner described to Council the modifications applied to Zoning Map. **Public Comments:** There were no public comments made for this item. **No action was taken;** this stood as a first reading for this item.
 - 4.III. Consideration on 2021-2022 Budget Amendment – First Reading

Discussion item only; Staff Comments: Finance Director, Randy Brewer presented Council with a Budget amendment summary and detailed the adjustments that were prepared. **Public Comments:** There were no public comments made for this item. **No action was taken;** this stood as a first reading for this item.
 - 4.IV. Consideration and Action on a Conditional Use Permit request to operate a commercial parking lot at o Norman Berry Drive.

Staff Comments: City Planner Dr. Lynn Patterson summarized to Council the report and findings for the Conditional Use Permit request to operate a commercial parking lot at o Norman Berry Drive. She stated that a special use permit for the parking lot could be granted only if approved with the listed recommended conditions. Dr. Patterson noted that should the conditions not be maintained. The City will issue a citation and reserve the right to revoke the conditional use. **Applicant Comments:** Sonial Patel **Public Comments:** There were no public comments made for this item.

MOTION: Alderman Rast made a motion to approve the Conditional Use Permit request to operate a commercial parking lot with recommendations at o Norman Berry Drive provided that Dr. Lynn receives the Planning Commission's final approval and the required site plan; Councilman Reichert provided a seconded. **Motion carried 3-0.**

5. QUESTIONS ON AGENDA ITEMS:

1. Daniel Ray- Spoke on item 8.I.

6. CONSENT AGENDA:

- 6.I. Consideration and Action to approve the January 4, 2022, Council Meeting minutes.
- 6.II. Consideration and Action to approve the January 4, 2022, Executive Session Meeting minutes.

MOTION: Councilman Alexander made a motion to approve the consent agenda, Alderman Rast provided a seconded. **Motion carried 3-0.**

7. OLD BUSINESS: None

8. NEW BUSINESS:

- 8.I. Consideration and Action to approve the Solid Waste Collection Service Agreement Amendment.

MOTION: Alderman Rast made a motion to approve the the Solid Waste Collection Service Agreement Amendment, Councilman Alexander provided a seconded. **Motion carried 3-0.**

- 8.II. Consideration and Action to approve the Ordinance to Repeal Booting.

MOTION: Councilman Reichert made a motion to approve the Ordinance to Repeal Booting, Councilman Alexander provided a seconded. **Motion carried 3-0.**

- 8.III. Consideration and Action on approving A&A Asphalt in the amount of \$ 215,154 for milling and paving of Springhaven Avenue and the installation of curb and sidewalk on parts of Stillwood.

MOTION: Alderman Rast made a motion to approve the A&A Asphalt in the amount of \$ 215,154 for milling and paving of Springhaven Avenue and the installation of curb and sidewalk on parts of Stillwood. Councilman Alexander provided a seconded. **Motion carried 3-0.**

- 8.IV. Consideration and Action on Cost adjustment request to 748 Virginia Avenue construction project due to unforeseen sanitary sewer issues.

MOTION: Alderman Rast made a motion to approve the Cost adjustment request in the amount of \$63,665.00 for 748 Virginia Avenue construction project due to unforeseen sanitary sewer issues. Councilman Reichert provided a seconded. **Motion carried 3-0.**

- 8.V. Consideration and Action for a resolution to accept the agreement to purchase property for 990 & 994.

MOTION: Alderman Rast made a motion to approve a resolution to accept the agreement to purchase property for 990 & 994. Councilman Alexander provided a seconded. **Motion carried 3-0.**

- 8.VI. Consideration and Action for a resolution to accept the agreement to purchase property for 1014 & 1016.

MOTION: Councilman Alexander made a motion to approve a resolution to accept the agreement to purchase property for 1014 & 1016. Alderman Rast provided a seconded. **Motion carried 3-0.**

- 8.VII. Consideration and Action for a resolution to authorize and approve the use of the eminent domain to acquire 990 & 994.

MOTION: Councilman Reichert made a motion to approve a resolution to authorize and approve the use of the eminent domain to acquire 990 & 994. Alderman Rast provided a seconded. **Motion carried 3-0.**

- 8.VIII. Consideration and Action for a resolution to authorize and approve the use of the eminent domain to acquire 1014 & 1016.

MOTION: Alderman Rast made a motion to approve a resolution to authorize and approve the use of the eminent domain to acquire 1014 & 1016. Councilman Reichert provided a seconded. **Motion carried 3-0.**

9. **CITY MANAGER REPORTS:** City Manager, Tim Young spoke about the Following items:

- **Board Appointments** - All submitted applicants' applications would be submit to Council for review on the February 1st Council agenda.
- **Staff COLA** will also be placed for review at the February 1st meeting agenda.
- **TPD Funding Updates**
- **Audit** - Mr. Young advised the Governing that there will be a delay in the audit package this year. Additional information must be provided to the Auditors before the process is completed.

10. **PUBLIC COMMENTS:**

1. Shanaka Cameron
2. Brandon Glover
3. Ashford Richardson

11. **MAYOR AND COUNCIL COMMENTS:**

Mayor Hallman congratulated and welcomed Councilman Reichert to office as he could not attend the January 4th Council meeting. He wished everyone a New Year and thanked all for attending tonight's meeting.

- **No Comments were made by the Council members.**

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

13. **ADJOURN:**

MOTION: Alderman Rast made a motion to adjourn at 7:24PM, Councilman Reichert provided a seconded. **Motion carried 3-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

8. Section E- Fee Schedule

Indicate the fee for service to be charged per account per month for each service listed below.

Base Year 2019

Residential Collection Services	Monthly Charge Per Home		
Curbside Weekly Rear Load Garbage Collection Only (no sidearm)	ADV \$14.95	Latham \$8.44	Waste Pro \$10.02
Curbside Bi-Weekly Recyclable Collection	\$4.50	\$5.54	\$4.25
Curbside Yard Trimmings Collection Paper lawn bags (10 bags maximum) or 35 gallon trash cans/containers (5 maximum). Tree limb bundles (10 bundle maximum).	<u>\$4.50</u> \$23.95	<u>\$6.00</u> \$19.98	<u>\$2.25</u> \$16.52

9. Section F- Technical and Fee Proposal Requirements

9.1. Introduction

9.1.1. Overview

The Service Provider shall provide detailed information so as to demonstrate its understanding of the services requested.

9.1.2. Documents

The City is not interested in elaborate brochures. All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal. Proposals may also include a compact disk including the entire Proposal in a searchable format such as Adobe Acrobat.

9.1.3. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal

**FIRST AMENDMENT TO
CONTRACT FOR SOLID WASTE AND RECYCLE
COLLECTION SERVICES**

This Amendment to the Contract for Solid Waste & Recycle Collection Services entered into as of January 18, 2022, between the City of Hapeville, Georgia ("City") and Waste Pro of Georgia Inc. ("Contractor") shall amend the original Contract entered by the City and Contractor on February 19, 2019.

Recitals

Whereas the City of Hapeville (the "City") and Waste Pro (the "Contractor") entered into a contract for residential & commercial waste and recycling Collection dated February 19, 2019 (the "Contract"); and

Whereas the City and the Contractor desire to extend said contract for an additional term(s) as provided herein; and

Whereas the Contractor and City (the "Parties") desire to amend the Contract to change certain terms described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Section 3.1-** the language in this section is hereby amended to:
 - A. Contractor shall collect Garbage and Rubbish from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in a 95 Gallon Cart owned by the resident or Contractor and Resident shall place the Cart at Curbside by 6:00 AM on the designated collection day.
 - B. Contractor shall collect Yard Waste from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place containerized Yard Waste at Curbside by 6:00 AM on the designated collection day.
 - a. Yard Waste should be containerized in (a) paper lawn bags (10 bags maximum); or (b) 35-gallon trash cans or containers (5 maximum).
 - b. Tree limbs (maximum of 3 feet in length and 6 inches in diameter) should be tightly tied in bundles (10 bundle maximum).
 - C. Contractor shall collect Recyclables from each Residential Premises on a bi-weekly basis at Curbside. The occupant of the Residential Premises shall place only Recyclables in a 90+ Gallon Cart owned by the Resident or contractor and shall place the Cart at Curbside

2. **Section 8.0 “Force Majeure”**- shall be stricken in its entirety and replaced with “Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado, storm or any other emergency condition under which compliance with the Contract would become impossible or create a substantial financial burden upon the City, or its taxpayers), in compliance with any law, regulation or order of the United States of America or any other governmental body or instrumentality thereof, as of the date of the execution of this Agreement (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary, so long as the services contemplated and paid for by the City are performed as set in the Parties’ Contract. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed because of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control”. Any additional charges and/ or increases for services resulting from a Force Majeure Event shall not be binding upon the City until such written amendment reflective of the increased amount is approved by Council.
3. **Section 10 “TERM”**: the language in this section is hereby amended to a term of (24) months starting May 1, 2022 and shall end on April 30, 2024. The term shall renew for two additional terms of (24) months upon approval of Council, unless the City or contractor provides the other party with notice at least (120) days prior to the termination of the term or renewal term. All terms set forth in the term duration provisions of the Contract shall comply with O.C.G.A. § 36-30-3.
4. **Section 5.3C**: Shall be amended to state: “Annual Consumer Price Index (CPI) differences based on the change in the U.S. Department of Labor Statistics, Consumer Price Index for All Urban Consumers: Water, Sewer and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics.”
5. **Exhibit “A”**: the language in this section is hereby amended to:
“Monthly rate for one time per week residential garbage service, one time per week yard waste collection service and bi-weekly recycle collection service using contractor or resident owned 95-gallon carts- \$17.51”

6. All other parts of the original agreement between the parties not mentioned in the foregoing amendment shall remain unchanged and enforceable by this Amendment.

7. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of May 1, 2022.

CITY OF HAPEVILLE, GEORGIA

By: _____

ATTEST

Name: _____

Title: _____

Date: _____

WASTE PRO OF GA, INC.

By: _____

ATTEST

Name: _____

Title: _____

Date: _____

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

3
4 **ORDINANCE NO _____**
5

6 **AN ORDINANCE TO REPEAL ALL PROVISIONS RELATED TO THE PERMITTING**
7 **AUTHORIZATION AND USE OF VEHICLE IMMOBILIZATION DEVICES AS SET**
8 **FORTH IN ARTICLE 8 (“VEHICLE IMMOBILIZATION DEVICES”), CHAPTER 41**
9 **(“TRAFFIC AND MOTOR VEHICLES”) OF THE CODE OF ORDINANCES, CITY OF**
10 **HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL**
11 **CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO**
12 **PROVIDE FOR OTHER LAWFUL PURPOSES.**
13

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

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

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

25 **WHEREAS**, every official act of the Mayor and Council which is to become law shall be
26 by ordinance; and,
27

28 **WHEREAS**, the governing authority of this City finds that it is in the best interest of the
29 City and its residents to repeal the right of any person or entity to affix a vehicle immobilization
30 device to any vehicle located on public or private property within the city limits.
31

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

35 **Section One.** Chapter 41 (Traffic and Motor Vehicles), Article 8 (Vehicle Immobilization
36 Devices) of the City Code of Ordinances is hereby repealed in its entirety, and shall be renamed
37 and shall state as follows:
38

39 **ARTICLE 8 –Reserved.**
40

41 **Section Two. Codification and Certification.** This Ordinance adopted hereby shall be
42 codified and certified in a manner consistent with the laws of the State of Georgia and the City.
43

44 **Section Three. Severability.** (a) It is hereby declared to be the intention of the Mayor
45 and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or

were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

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

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

ORDAINED this _____ day of _____, 2022.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Sharee Steed, City Clerk

APPROVED BY:

City Attorney



7485 Factory Shoals Rd. Suite B3 Austell, GA 30168
770-427-4271 / 770-944-7144 (fax)

Bid

Date: November 30, 2021

Project: Stillwood Farms
3264 Springhaven Dr
Hapeville, GA

Scope of work: We will provide all equipment, labor and materials to complete the following:

		<u>EPIC</u>	<u>CITY</u>
Curb replacement in right of way	1,199 lf		\$ 59,950.00 ✓
Curb replacement behind parallel parking	481 lf		\$ 24,050.00 ✓
Interior street rolled curb	1,391 lf	✓	\$ 27,820.00
4' exterior sidewalk in right of way	6,657 sf		\$ 47,590.00 ✓
3' interior sidewalk	4,441 sf	✓	\$ 31,087.00
Interior paving to specs of 4" stone - 4.5" binder & 1.5" topping	2,059 sy	✓	\$ 111,186.00
Parallel parking paving to specs of 4" stone - 4.5" binder & 1.5" topping	441 sy		\$ 23,814.00 ✓
Mill and repave Springhaven at 2" spec	1,923 sy		\$ 59,750.00 ✓

Total Bid Amount: \$ 385,247.00

Stipulations:

- All other work requested and performed other than that described above will be in addition to the bid amount and billed as extra
- We are not responsible for obtaining required permits, location of underground utilities and/or damaged to unmarked utilities.
- Sub-grade will be prepared by others to +/- 1/10 of a foot of finish sub-grade and to proper compaction. If proper grade is not set, will be billed at hourly rates plus the cost of additional material.
- We are not responsible for the removal or replacement of any unsuitable material. Extra work if required to achieve a surface that will withstand a load of thirty tons, will be billed at hourly rates plus the cost of the material.
- Bid Amount does not include engineering, layout, testing or backfilling of curb and gutter unless noted.

We appreciate the opportunity to bid on this project. We hope to be of service to you on this project as well as any other projects you may have.

Submitted by: David Wine, Estimator
404-456-8038 (cell)

EPIC
\$ 170,093

CITY
\$ 215,154

Note — This proposal may be withdrawn by us if not accepted within 30 days.

Note — This proposal is to be made a governing attachment to any subcontract entered into as a result of the proposal.

Report to the Mayor and City Council

The Atlanta Printmaker Studio

748 Virginia Avenue

Date: December 27, 2021

Project Financial Update and Recommendations



KENTEC ASSOCIATES

Program Management/Construction Consultant

Overview

The project has encountered several unforeseen and unanticipated conditions which have taken a toll on the project contingency. Three of these items involve major structural deficiencies of the existing building, and one involved the existing sanitary sewer line. This report will address in detail each of these items.

The summary of the costs to remediate these items are as follows:

Repair Stress Crack on east side of existing building	\$ 5,519.00
Demolish and rebuild portions of west wall of existing building	\$ 27,463.00
Replace structural tube posts at northwest corner of existing building	\$ 6,307.00
Structural Engineering costs for 3 items above	\$ 3,500.00
Sanitary sewer tie-in to Virginia Avenue sanitary line	<u>\$ 19,876.00</u>
Total:	\$ 62,665.00

The project team wishes to inform the mayor and city council of these cost impacts, and the need to either increase the project budget to fund them, or to reduce the scope of the outdoor plaza, to avoid depleting and possibly overrunning the project contingency.

Project Contingency

The city council approved a total budget amount of \$ 1,875,000 in July of 2021. At this point in time, the design was in process and permitting had not yet started. The approval of the budget set the funding availability to complete the design and permitting process and guided the project team as to the stated cost budget for the project.

The project budget approved by the city council in July of 2021 included a project contingency of \$175,517.00. This amount was included in the budget to cover items that we anticipate could likely occur on the project, and thereby increasing the cost of construction. While the exact extent of these potential impacts was not ascertainable at the time the budget was presented to city council, it was prudent to include an amount of funds to address these as they came up:

Potential cost increases in material and labor while the design was being completed

Design and program enhancements

Impact to the project scope from the city review and permitting process

Unforeseen site conditions

While the impact to the project budget from the city review and permitting process was nominal, other impacts have occurred. The project contingency would be adequate to address these items. Below is the analysis of the project contingency since the city council approved the project in July of 2021.

Project Contingency Analysis

Project Contingency at beginning of construction	\$175,517.00
Abatement and fill-in of underground tanks of hydraulic fluid	(-\$15,347.00)
Resolve issues with existing stucco veneer	(-\$12,198.00)
Lighting cost increases	(-\$24,203.00)
Other Electrical material cost increases	(-\$ 8,100.00)
Roofing material cost increases	(-\$10,350.00)
Window cost increase	(-\$ 8,532.00)
Geoseal venting	(-\$ 2,500.00)
Design enhancements:	
Exterior access items – ramps, steps	(-\$18,800.00)
Upsize main electrical service	(-\$17,240.00)
Cost savings items:	
Steel and Metals savings through value engineering	savings:\$ 8,000.00
Alternate Lighting Fixtures	savings:\$ <u>20,000.00</u>
Current unassigned contingency:	\$ 86,247.00

These are the major cost items impacting the contingency. There are other small impacts that include overruns and savings that, essentially, wash out.

This remaining contingency amount \$86,247.00 would ordinarily be healthy given the current state of the progress of the project. However, the extent of the costs to address the structural deficiencies of the existing building and to address the inadequacies of the existing sanitary sewer line would bring the contingency to a point that would likely be inadequate to cover additional cost items that the project may encounter going forward.

If project contingency were to absorb the structural and sanitary sewer costs:

(\$ 86,247.00 - \$ 63,665.00)	\$ 22,582.00
-------------------------------	--------------

Remedies

There are two options of action that the council may take to remedy the issue.

1. The council consider approving a funding increase of \$63,665 to bring the project contingency to a healthy state.
2. The council direct the project team to reduce the project scope to offset the cost. This would primarily come from reducing the scope of the outdoor plaza area, including eliminating the pavilion, and drastically reducing hardscape and landscape components. These would be immediate scope changes since the contractor would not issue subcontracts nor place orders for materials for item eliminated.

The following is a synopsis of each condition addressed in this report

Repair stress crack on east side of existing building

As removal of artifacts and interior demolition began, we uncovered a structural crack in the masonry wall of the east elevation of the existing building. Upon further investigation, it was determined that the crack occurred at the juncture of the originally constructed building, and an addition that was constructed at some point after the original building was built. Photo A below shows the condition.

Thermal movement or differential settlement between the original building and the addition likely caused the crack. The structural engineer reviewed the situation and determined that the integrity of the wall needed to be restored in order to safely carry the load of the roof. The following RFI #8 and accompanying design drawings indicate how the condition is to be addressed.



Photo A

RFI #8: Structural Details from 10.19 Site Meeting

Status	Closed on 11/23/21		
To	James Breedan (Stability Engineering) Audrey Plummer (Source Urbanism)	From	Khari Streets (Paryani Construction)
Date Initiated	Nov 12, 2021	Due Date	Nov 15, 2021
Location		Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Alan Nicholes (Paryani Construction), Manish Paryani (Paryani Construction)		

Activity

Question	Question from Khari Streets Paryani Construction on Friday, Nov 12, 2021 at 09:39 AM EST As reviewed in structural site visit dated 10/19/21, there is an existing CMU wall that needs to be repaired because of a stress crack caused by a previous fire. Per comments in that site visit and OAC Meeting dated 11/4/21, we are requesting the detail of the suggestion made by the structural engineer to remove face of block to reinforce the structural integrity of the wall with rebar and grout. Also, on that same date we reviewed the details of the 3" posts being installed at the Museum Area Storefront. Please provide a attachment details for how posts should be secured into the building. We also need an detail on what to do at condition at C-Channel.
Official Response	Response from Audrey Plummer Source Urbanism on Tuesday, Nov 23, 2021 at 05:09 PM EST The Structural Engineer has provided the attached details as a response to the RFI. Contractor is to refer to detail 1/S-2.2 for direction on the repair of the crack at the plan south wall. Contractor is to refer to detail 2/S-2.2 for the new steel post and base plate at the curved wall in the Museum. The exact post locations are forthcoming. These details will be officially issued in the forthcoming ASI-01 – 100% CD drawing set. Contractor to inform architect if further clarification is needed. Attachments 20180-748 Virginia Ave Hapeville S-2 2 details.pdf

Demolish and rebuild portions of west wall of existing building

The condition of the masonry construction of the west wall of the existing building was investigated by the structural engineer after cracking was observed in the headers over the garage bay doors. While repairs to the numerous issues was considered, it was determined that a complete reconstruction of this section of the building would be more practical.

Photo B shows the location of the wall.



Photo B

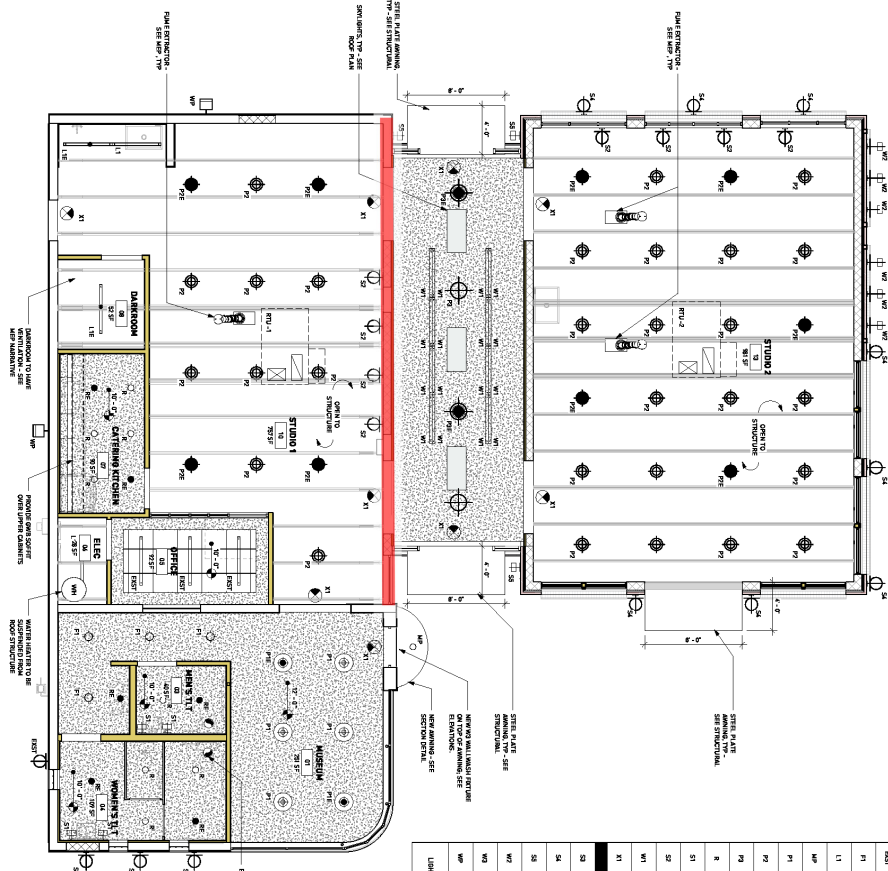
The following RFI #12 addresses the structural engineer's direction to address the condition.

RFI #12: Structural Integrity of Existing Plan North Wall

Status	Closed on 12/03/21		
To	Audrey Plummer (Source Urbanism) James Breedan (Stability Engineering)	From	Khari Streets (Paryani Construction)
Date Initiated	Nov 17, 2021	Due Date	Nov 20, 2021
Location		Project Stage	
Cost Impact	Yes (Unknown)	Schedule Impact	Yes (Unknown)
Spec Section		Cost Code	
Drawing Number	1/D-3.1	Reference	
Linked Drawings			
Received From			
Copies To	Alan Nicholes (Paryani Construction), Manish Paryani (Paryani Construction), Audrey Plummer (Source Urbanism), Dawn Riley (Source Urbanism), Carl Trevathan (Kentec Associates)		

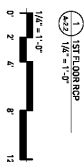
Activity

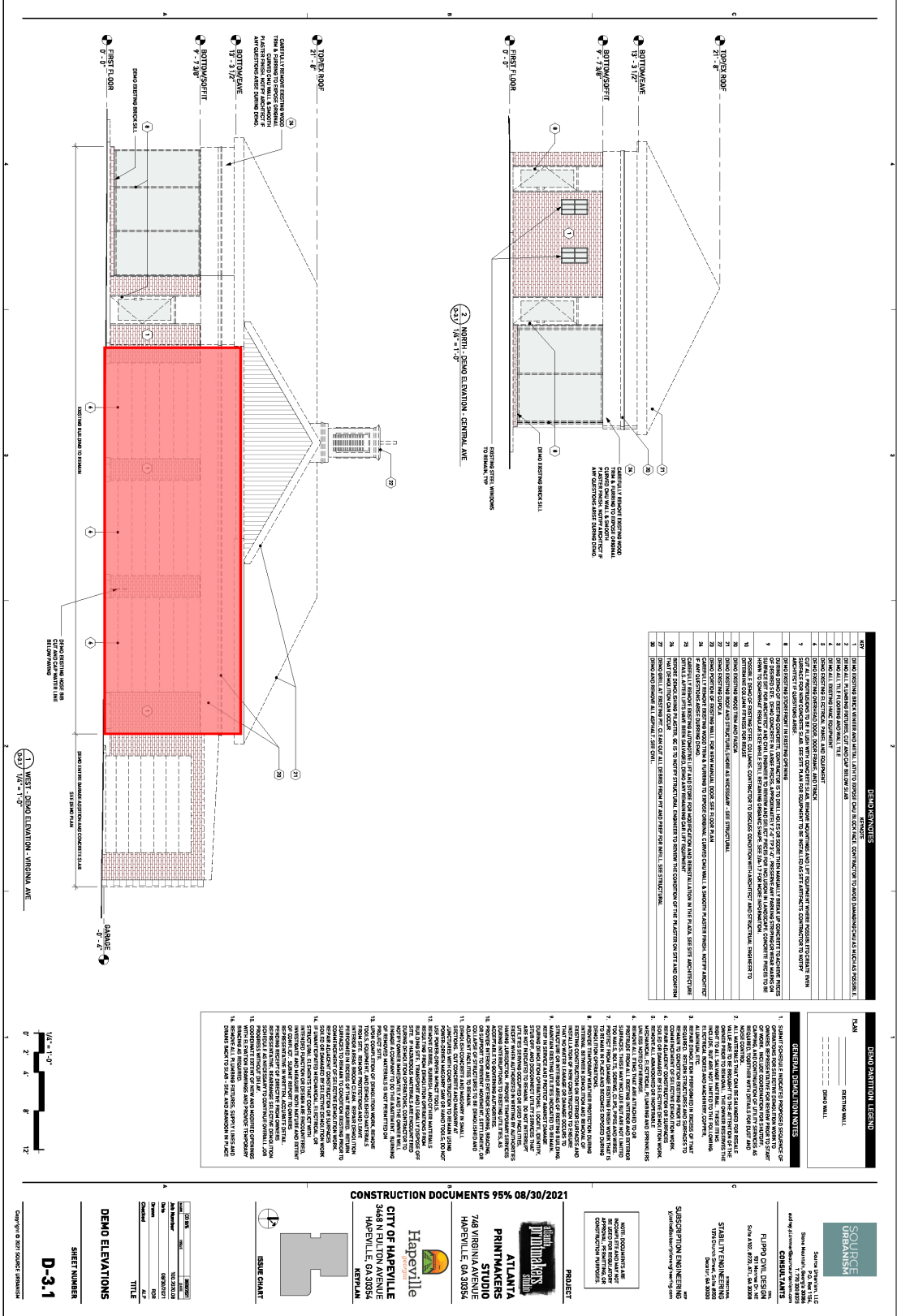
Question	Question from Khari Streets Paryani Construction on Wednesday, Nov 17, 2021 at 01:48 PM EST As per site meeting that occurred on 11/17/21, there was a meeting to discuss the integrity of the existing plan north CMU wall in the garage area. Per our meeting we discussed demolition of this wall to be installed new. Please provide detail of how we should proceed at the existing plan north wall. Attachments Plan North Rebuild Markup.pdf
Official Response	Response from Dawn Riley Source Urbanism on Thursday, Dec 2, 2021 at 07:48 PM EST Please see the attached architectural demo plan showing the revised demo scope for the plan north wall and the attached revised structural drawings showing the new construction scope. All changes have been clouded and tagged as ASI - 01. These sheets will be issued with the forthcoming ASI-01 - 100% CD drawing set. Additional information on the exact opening locations and heights will be included with the forthcoming drawing set. Attachments 2021_12_02 RFI 12 - Plan North Wall.pdf

[illegible]

RCP FINISH LEGEND

	PAINTED GYP CEILING
	OPEN TO STRUCTURE - PAINT ALL EXPOSED STRUCTURE
	ACOUSTICAL TILE CEILING





Replace structural tube posts at northwest corner of existing building and repair cracked corner of slab

The structural tube posts located at the northwest corner of the existing building were examined by the structural engineer and determined to be suspect in their condition to continue bearing the load of the structure on them. Further, the corner of the slab has cracked and needs to be repaired.

The structural engineer determined that it was in the best interest of the project to replace these posts, and the supporting foundation on which they bear, and to repair the slab corner.

Photos C and D show the conditions in question.



Photo C



Photo D

RFI 8 and 10 below address the engineer's direction to replace the posts and repair the slab.

RFI #8: Structural Details from 10.19 Site Meeting

Status	Closed on 11/23/21		
To	James Breedan (Stability Engineering) Audrey Plummer (Source Urbanism)	From	Khari Streets (Paryani Construction)
Date Initiated	Nov 12, 2021	Due Date	Nov 15, 2021
Location		Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Alan Nicholes (Paryani Construction), Manish Paryani (Paryani Construction)		

Activity

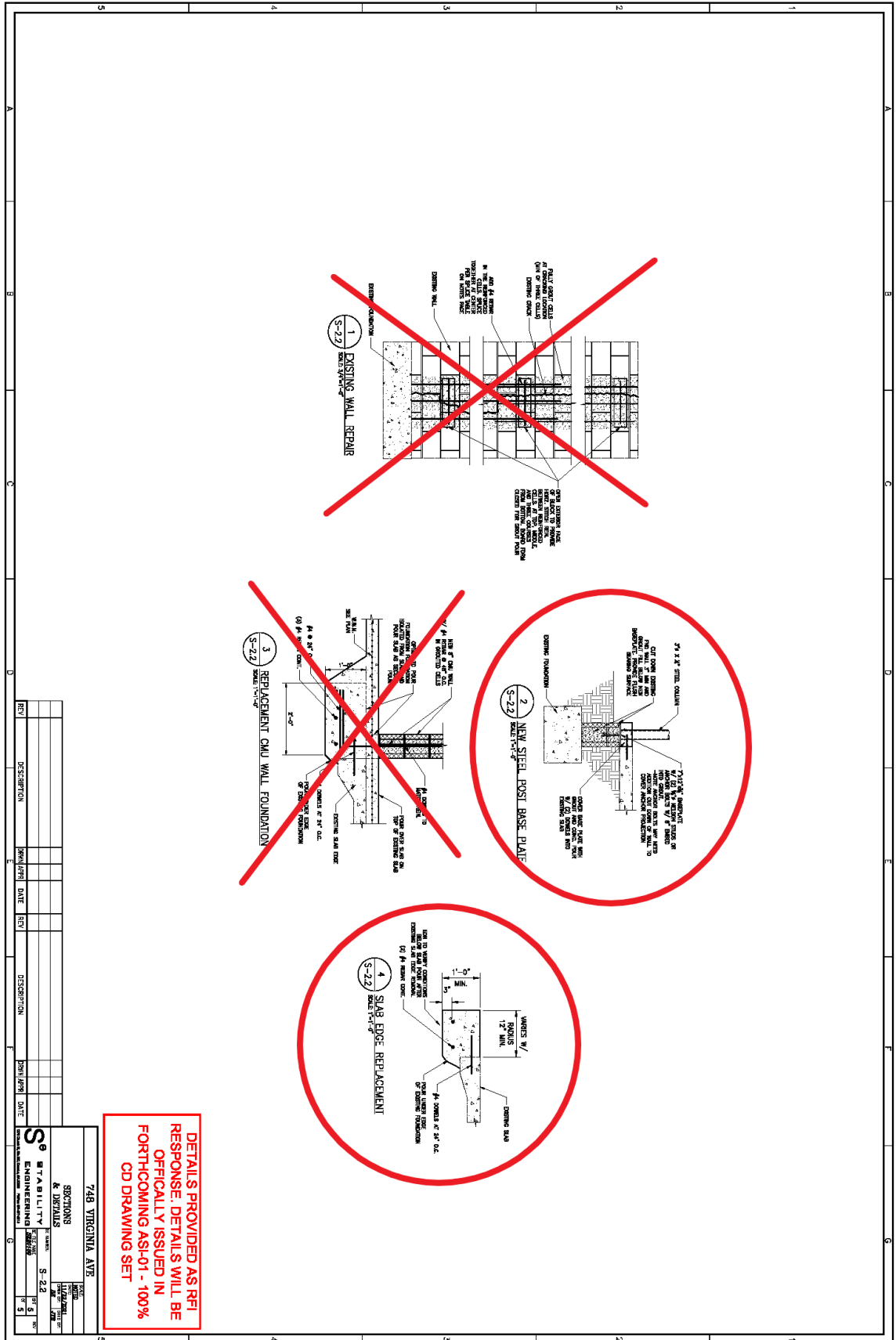
Question	Question from Khari Streets Paryani Construction on Friday, Nov 12, 2021 at 09:39 AM EST As reviewed in structural site visit dated 10/19/21, there is an existing CMU wall that needs to be repaired because of a stress crack caused by a previous fire. Per comments in that site visit and OAC Meeting dated 11/4/21, we are requesting the detail of the suggestion made by the structural engineer to remove face of block to reinforce the structural integrity of the wall with rebar and grout. Also, on that same date we reviewed the details of the 3" posts being installed at the Museum Area Storefront. Please provide a attachment details for how posts should be secured into the building. We also need an detail on what to do at condition at C-Channel.
Official Response	Response from Audrey Plummer Source Urbanism on Tuesday, Nov 23, 2021 at 05:09 PM EST The Structural Engineer has provided the attached details as a response to the RFI. Contractor is to refer to detail 1/S-2.2 for direction on the repair of the crack at the plan south wall. Contractor is to refer to detail 2/S-2.2 for the new steel post and base plate at the curved wall in the Museum. The exact post locations are forthcoming. These details will be officially issued in the forthcoming ASI-01 – 100% CD drawing set. Contractor to inform architect if further clarification is needed. Attachments 20180-748 Virginia Ave Hapeville S-2 2 details.pdf

RFI #10: Cracking at Existing Slab in Museum Area

Status	Closed on 11/23/21		
To	James Breedan (Stability Engineering) Audrey Plummer (Source Urbanism)	From	Khari Streets (Paryani Construction)
Date Initiated	Nov 12, 2021	Due Date	Nov 15, 2021
Location		Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	No
Spec Section	03 30 00 - Cast-in-Place Concrete	Cost Code	
Drawing Number		Reference	AFR #2 dated 11/12/21
Linked Drawings			
Received From	Mauricio Guzman (Cronos Contractors)		
Copies To	Alan Nicholes (Paryani Construction), Manish Paryani (Paryani Construction), Audrey Plummer (Source Urbanism), Dawn Riley (Source Urbanism)		

Activity

Question	Question from Khari Streets Paryani Construction on Friday, Nov 12, 2021 at 03:35 PM EST As stated in item #1 in AFR #2 dated 11/12/21, the slab in the northeast corner of the existing building, the curved corner, was cracking along what appears to be the original curved corner of the existing slab. Please provide direction of how to demo and infill this portion of the slab.
Official Response	Response from Audrey Plummer Source Urbanism on Tuesday, Nov 23, 2021 at 05:09 PM EST The Structural Engineer has provided the attached detail as a response to the RFI. Contractor is to refer to detail 4/S-2.2 for direction on the slab edge replacement at the curved wall in the Museum. This detail will be officially issued in the forthcoming ASI-01 – 100% CD drawing set. Contractor to inform architect if further clarification is needed. Attachments 20180-748 Virginia Ave Hapeville S-2 2 details.pdf



Structural Engineering costs for 3 items above

The structural engineer's add service to address these items is as follows:



CHANGE REQUEST

CHANGE REQUEST - 007

This change request is attached to and incorporated into that certain architectural services agreement dated 04/29/2020 between The City of Hapeville (the "Client") and Source Urbanism, LLC ("Source").

Structural Scope of Work:

This proposal is additional structural engineering services for an existing, vacant automotive building and new addition at 748 Virginia Avenue, Hapeville, GA 30354. During the demolition phase of the existing historic building, several conditions were discovered that were previously unknown. These items include the demo and replacement of the plan north wall, the crack at the plan south wall, the new posts and the rounded corner and the cracked slab at the rounded corner. The structural engineer provided additional site visits and details to address these conditions.

Any additional structural site visits outside of the two in the original CA proposal will be an additional cost.

STRUCTURAL SERVICES:

- Revised drawings and additional details
- Two (2) site visits @ \$800 per visit.

	Fixed Fee
Structural Construction Documents	\$3,500

AGREED TO AND ACCEPTED

We look forward to working with you on this project. Please call or email if there are any questions or comments. If acceptable, please sign and return one copy of this proposal. Signature of CLIENT or CLIENT's Agent indicates agreement with the provisions of the Proposal for Work and authorization to initiate work on this project.

CLIENT:

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

Source:

Source Urbanism, LLC:
P.O. Box 1154,
Stone Mountain, Georgia 30086

By: _____

By: Audrey Plummer
Audrey Plummer, CEO

Date: _____

Date: 12/12/2021

Sanitary sewer tie-in to Virginia Avenue sanitary line

The information obtained from the survey of the property indicated that a sanitary sewer line may exist extending from the building toward South Central Avenue, but to verify existence and condition of pipe. In actuality, the sanitary sewer later went toward Virginia Avenue.

The contractor traced the piping to verify it's routing, size, and condition. Through video exploration, the pipe was found to be a terracotta pipe, which had collapsed at various points along it's length, requiring a complete replacement with a new pipe.

The following RFI #3 address the scope required to correct the condition.

RFI #3: Existing Sanitary Line

Status	Closed on 11/16/21		
To	Audrey Plummer (Source Urbanism) Yancy Justice (Subscription Engineering)	From	Khari Streets (Paryani Construction)
Date Initiated	Nov 3, 2021	Due Date	Nov 6, 2021
Location		Project Stage	Course of Construction
Cost Impact	TBD	Schedule Impact	No
Spec Section	22 10 00 - Plumbing Piping	Cost Code	
Drawing Number	C-05	Reference	Existing Sanitary Line
Linked Drawings			
Received From			
Copies To	Alan Nicholes (Paryani Construction), Manish Paryani (Paryani Construction), Dawn Riley (Source Urbanism)		

Activity

Question	Question from Khari Streets Paryani Construction on Wednesday, Nov 3, 2021 at 10:49 AM EDT Per General Notes 2.1 & 2.2 on drawing P-0.1 an investigation was completed by our plumber on 11/2 to field verify location and service type of the existing conditions and field verify nearby utilities where trenching is required. The existing sanitary sewer line runs under the existing building slab as opposed to leaving the north side of the building running toward South Central Ave as shown on drawing C-05. Attached mark-up shows that there is an existing 3" Sanitary Sewer line that runs toward the south of the building in the garage bay, just before it reaches the first oil pit there is about a 2' drop in the pipes elevation and then it continues towards the south of the building. Just after the piping passes the last oil pit in the garage bay it 90s then the piping is collapsed as it heads toward Virginia Ave. The plumber suggests that the pipe collapsed because of its age and material type (old cast iron). I have included in the markup an estimation of where we think the remainder of pipe is ran. Per Plumbing Plans P-1.1 the new Sanitary Line is shown as a 4" pipe which conflicts with the 3" pipe that exists. There is also a conflict with the layout of the existing sanitary line and the proposed layout for the sanitary lines in new construction. Please advise how we should proceed. Attachments Existing Sanitary Line Markup.pdf
Official Response	Response from Yancy Justice Subscription Engineering on Thursday, Nov 11, 2021 at 08:02 AM EST Please see attached updated Rev2 "Discovery" plumbing drawings to reflect as-built conditions for the existing 4" sanitary main (lateral connection to be verified by contractor via scope or similar means). Riser is also updated to reflect this change. Attachments (sub)Plumb sheets_PRINTMAKERS - REV 2.pdf

All Replies

Response from Khari Streets Paryani Construction on Friday, Nov 12, 2021 at 02:35 PM EST

Please see video showing the existing conditions of the PVC Pipe that we discovered on-site this past week. It transitions to Clay Pipe 10' before it reaches the manhole. The existing Clay Pipe is also collapsed as you can see chunks of soil within area of collapsed portion in attached video. We are proposing installing PVC to accommodate the interior sanitary run until it reaches the cleanout (as shown in RFI #3 Response received 11/11). From the cleanout, we will install approximately 60 LF of Ductile Iron Pipe to the manhole tie-in which is located right at the center line of the site entrance and also in line with the curb and gutter that runs along Virginia Avenue (shown in attached PDF). In the sidewalk close to the manhole tie-in there are existing fiberoptic and gas utilities that will require us to hand dig in that area. There will be costs associated with this RFI. Please advise how we should proceed.

Attachments

[Manhole Tie-In Location.pdf, 2021-11-11-15-08.mp4](#)

Response from Yancy Justice Subscription Engineering on Thursday, Nov 11, 2021 at 08:02 AM EST

Please see attached updated Rev2 "Discovery" plumbing drawings to reflect as-built conditions for the existing 4" sanitary main (lateral connection to be verified by contractor via scope or similar means). Riser is also updated to reflect this change.

Attachments

[\(sub\)Plumb sheets_PRINTMAKERS - REV 2.pdf](#)



**HAPEVILLE DEVELOPMENT AUTHORITY
SPECIAL-CALLED MEETING**

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=599&key=-1&mod=-1&mk=-1&nov=0>

January 13, 2022 6:30 PM

DRAFTED MINUTES

Katrina Bradbury
Chairman

Matt Morrison
Vice Chairman

Alan Hallman
Mayor

Cecilia Reme
Board member

J. Allen Poole
Board member

James Newton
Board member

John Stalvey
Board member

Kayla Fortner
Board member

Susan Bailey
Board member

1. **CALL TO ORDER:** by Chairman Bradbury at 6:41 PM
2. **ROLL CALL:** All Members with the exception of Board Members, Alan Hallman, James Newton and Susan Bailey were present, which constituted a quorum.
 - ✓ Katrina Bradbury
 - ✓ Matt Morrison
 - × Alan Hallman
 - ✓ Cecilia Reme (*Entered the meeting at 6:45pm*)
 - ✓ J. Allen Poole
 - × James Newton
 - ✓ John Stalvey
 - ✓ Kayla Fortner
 - × Susan Bailey
3. **WELCOME:** Chairman Bradbury welcomed all to the January 13th Meeting.
4. **APPROVAL OF MINUTES:**
 - 4.I. Approval of Minutes: December 16, 2021, Meeting Minutes.
 - 4.II. Approval of Minutes: December 16, 2021, Executive Minutes.

MOTION: Board Member Stalvey made a motion to approve all presented minutes, Vice Chair Morrison provided the seconded. **Motion carried 4-0**
5. **FINANCIAL REPORT:** None
6. **OLD BUSINESS:**

AMENDA AGNEDA:

MOTION: Board Member Stalvey made a motion to amend the agenda and to add to the Old Business section with agenda item: Discussion of the Central Park Letter. Vice Chairman Morrison provided a seconded. **Motion carried 5-0.**

Chairman Bradbury advised the board that the letters for the residents regarding Central Park have been finalized and are ready to be mailed out. David Burt gave a brief update on the 2 additional parcels that was discussed during the December 12th meeting. Mr. Burt stated there are potential development ideas for the lots. Mr. Burt indicated that he would give further information regarding the development and present the documents to the Board at later meeting.

7. **NEW BUSINESS:**

7.I. Discussion for recommendations to Mayor and Council concerning the Printmaker project.

- A consensus was agreed on to recommend an increase in the contingency as requested for potential future possible costs instead of cutting the project scope in the plaza to increase the contingency.

8. **ECONOMIC DEVELOPMENT UPDATE:** None

9. **PUBLIC COMMENTS:** None

10. **EXECUTIVE SESSION:** None

11. **ADJOURN:**

MOTION: Board Member Stalvey made a motion to adjourn at 7:11PM, Vice Chairman Morrison provided the seconded. **Motion carried 5-0.**

Respectfully submitted,

Katrina Bradbury, Chairman

Sharee Steed, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT AGREEMENT TO PURCHASE PROPERTY

WHEREAS, the City of Hapeville, Georgia, (“City”) is a municipal corporation existing under the laws of the State of Georgia;

WHEREAS, the City is authorized by its Charter to acquire and hold real property for public purposes;

WHEREAS, on November 9, 2021, the City’s Mayor and Council adopted Resolution No. 2021-11, which, among other things, declared the need for a new public works facility;

WHEREAS, Resolution No. 2021-11 specifically provided, in part, “THAT the Mayor and Council of the City hereby authorize the City’s employees, agents, or both, to pursue the acquisition of real property sufficient to construct a new public works facility that will meet the needs of the City[]”;

WHEREAS, pursuant to the authority provided by Resolution No. 2021-11, the City’s employees, agents, or both, have identified real property appropriate, sufficient, and necessary, to construct a new public works facility that will meet the needs of the City;

WHEREAS, the Mayor and Council have relied on the recommendation of the City’s employees, agents, or both, to identify and determine which real property is appropriate, sufficient, and necessary, to construct a new public works facility that will meet the needs of the City;

WHEREAS, for purposes of this Resolution, **the particular property that the City has determined it is necessary to acquire is located at 990 & 994 South Central Avenue, Hapeville, Georgia, bearing tax parcel identification numbers 14 012700060193 (990 South Central Avenue) and 14 012700060177 (994 South Central Avenue), according to the records of the Fulton County Tax Assessor—being more particularly described in that certain Agreement to Purchase Property attached hereto and incorporated by reference herein as Exhibit “A” (the “Property”);**

WHEREAS, the City engaged an independent, licensed real estate appraiser to value the Property that needs to be acquired in connection with the construction of a new public works facility as contemplated herein;

WHEREAS, the City’s independent, licensed real estate appraiser has completed his report and submitted it for the City Council’s review;

WHEREAS, on November 9, 2021, the City established the amount that the City believed to be just and adequate compensation for the Property, including all rights that need to be acquired;

WHEREAS, the City has also made a prompt offer to purchase the Property for the full amount of the just and adequate compensation established by the City based in part on the report

submitted by the City's independent, licensed real estate appraiser;

WHEREAS, the City has also negotiated in good faith with the Property's owner to acquire the property expeditiously without litigation;

WHEREAS, those good-faith negotiations have resulted in the execution of the Agreement to Purchase Property reflected in Exhibit "A";

WHEREAS, the City, by and through its Mayor and Council, hereby adopt the following Resolution in the exercise of its sound judgment and discretion after giving thorough consideration to all the implications involved and keeping in mind the public interest and welfare of the citizens of the City.

NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTION IS HEREBY ADOPTED:

1.

THAT the above preamble is incorporated here. Specifically, the foregoing "whereas-es" are explicitly declared to be the legislative findings and conclusions of the City.

2.

THAT the Agreement to Purchase Property reflected in Exhibit "A" is hereby accepted by the City.

3.

THAT the City's employees, agents, or both, are hereby authorized and specifically directed to continue in good faith the diligent pursuit of obtaining the necessary Property by the Agreement to Purchase Property reflected in Exhibit "A."

4.

THAT the Mayor, City Clerk, City Attorney, or such other official as may be required, are authorized to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution.

5.

THAT the Mayor, City Clerk, City Attorney, or such other official as may be required, are authorized to employ such experts, consultants, contractors, or the like, as may be necessary or convenient to assist in the acquisition of the Property.

6.

THAT the City Manager or such other official as may be required are hereby authorized and directed to amend the budget where necessary to reflect an appropriate revenue source, and to expend all necessary and proper payments for the expenses incurred in carrying out the acquisition of the Property described in the Agreement to Purchase Property reflected in Exhibit "A" upon receipt of a requisition therefore, and to make all necessary and property payments in connection with such acquisition.

7.

THAT to the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

8.

THAT all City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

9.

THAT this Resolution shall take effect immediately upon adoption.

SO RESOLVED, this ____ day of January, 2022.

ALAN HALLMAN, Mayor

ATTEST:

SHAREE STEED, City Clerk

[SEAL]

APPROVED AS TO FORM:

WARREN TILLERY, Deputy City Attorney

EXHIBIT “A”

AGREEMENT TO PURCHASE PROPERTY

CITY OF HAPEVILLE, GEORGIA
AGREEMENT TO PURCHASE PROPERTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the CITY OF HAPEVILLE, GEORGIA, an irrevocable option to acquire the following described real estate located at 990 and 994 South Central Avenue, bearing tax parcel identification numbers 14 012700060193 and 14 012700060177 respectively, and being more particularly described as: SEE LEGAL DESCRIPTION ATTACHED EXHIBIT "A."

For the sum of \$725,000.00, the undersigned agrees to execute and deliver to the CITY OF HAPEVILLE, GEORGIA fee simple title in and to the lands owned by the undersigned as reflected in the legal description set forth in attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option begins on the last dated signature below and shall be irrevocable for a period of 90 days from that date and shall terminate 90 days from the last dated signature stated below.
- 2) The consideration recited is full payment for the rights conveyed.
- 3) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 4) Said option may be exercised by the CITY OF HAPEVILLE, GEORGIA at any time during the period above stated, but only following notification and receipt of waiver from any and all lien holders of record unless specifically waived by the CITY OF HAPEVILLE, GEORGIA and by notice, in writing, of the election to exercise such option, delivered to the undersigned person at the address stated below. The exercise of said option will ripen these presents into a contract to sell and buy without the necessity of any further instrument in writing.
- 5) The undersigned covenants that, upon the exercise of this option by the CITY OF HAPEVILLE, GEORGIA and upon the payment of the agreed upon purchase price as herein provided, the undersigned will convey, and cause to be conveyed unto the CITY OF HAPEVILLE, GEORGIA unencumbered, marketable title to said property, in fee simple, and that the undersigned will warrant title to said property, by general covenants of warranty, against lawful claims and demands of all persons whomsoever.

6) Special Provisions, if any, are listed hereinbelow:

- A.) The compensation specified herein (\$725,000) is full satisfaction of any and all claims that the property owner may have of any nature whatsoever.
- B.) Should this transaction close, in addition to the compensation specified herein (\$725,000), the City of Hapeville shall pay at closing directly to the Fulton County Tax Commissioner any taxes due and owing that were levied in and for the tax year 2021.
- C.) Should this transaction close, in addition to the compensation specified herein (\$725,000), the City of Hapeville shall all assume the responsibility for payment of any portion of taxes levied during the tax year 2022, which might otherwise be the responsibility of LRA Investments, LLC., for the tax year 2022. For example, if this transaction were to close on February 1, 2022, then LRA Investments, LLC., would ordinarily be responsible for a prorated share of that year's taxes calculated by the length of time in 2022 that title to the property remained vested in LRA Investments, LLC. (i.e., one-twelfth).
- D.) The City of Hapeville and LRA Investments, LLC., agree that the City of Hapeville's attorney shall prepare all documents necessary for this transaction to close. Accordingly, the City of Hapeville shall pay all costs associated with its attorney preparing such documents. The City of Hapeville shall also pay for the cost of any transfer tax and recording fees. Should LRA Investments, LLC., hire its own attorney or other advisor in connection with this transaction, LRA Investments, LLC., shall be responsible for any fees associated with those representatives under whatever arrangement LRA Investments, LLC., has with those representatives.
- E.) The City of Hapeville shall have the right to conduct preliminary environmental analysis, and a report satisfactory to the City of Hapeville concerning such environmental analysis may be completed at the City of Hapeville's election prior to exercising this option to purchase. In the event that such preliminary environmental analysis cannot be performed within the time period specified by this option, this option shall be automatically extended to allow for the completion of any report generated as a result of such preliminary environmental analysis and for a period of time to review any such report following its generation, not to exceed forty-five days.
- F.) The property owner agrees to execute such other and further documents as is necessary or convenient to effectuate the purposes of this option.

(SIGNATURE PAGES FOLLOW)

Witness my hand and seal this 28th day of December, 2021.

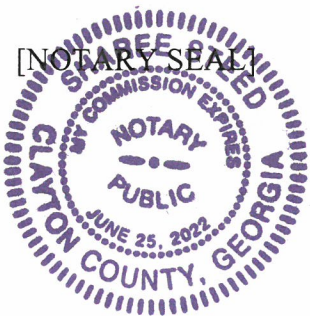
Signed, Sealed and Delivered
In the presence of:

LRA INVESTMENTS, LLC.

Aurell R. Kennard
Witness

Ashford Richardson (LS)
By: Ashford Richardson
Title: CEO

Shane Sted
Notary Public



[CORPORATE SEAL]

Please note: If no corporate seal is affixed, then this Agreement to Purchase Property must be signed by two different corporate officers.

Witness

By: _____ (LS)
Title: _____

Notary Public

[NOTARY SEAL]

Property Owner's Address:

LRA Investments, LLC
Ashford Leon Richardson, Registered Agent
2704 Rantin Drive
East Point, Georgia 30344

Witness my hand and seal this _____ day of _____, 2021.

Witness

_____(LS)
Alan Hallman
Mayor, City of Hapeville, Georgia

Notary Public

[NOTARY SEAL]

ATTEST:

Sharee Steed
City Clerk, City of Hapeville, Georgia

[SEAL]

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the west side of Lang Avenue with the southwest side of South Central Avenue; running thence northwest along the southwest side of South Central Avenue a distance of 112 feet; running thence southwest a distance of 132 feet; running thence southeast a distance of 144 feet to the west side of Lang Avenue; running north along the west side of Lang Avenue a distance of 135 feet to a point and the POINT OF BEGINNING; said property being the same property as conveyed in Deed Book 1934, Page 238, Fulton County, records and in Deed Book 7285, Page 13, aforesaid records; LESS and except from the above-described property that portion conveyed to the State Highway Department of Georgia by right of way deed dated October 31, 1960, and recorded in Deed Book 3630 Page 232, aforesaid records.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point on the Southwestern side of Central Avenue 110 feet northwesterly as measured along the southwestern side of Central Avenue from the point formed by the intersection of the southwestern side of Central Avenue with the western side of Lang Avenue (as formerly located) and running then in a northwesterly direction along the southwestern side of Central Avenue 90.3 feet to an iron pin; running thence in a southerly direction at an interior angle of 78 degrees 47 minutes with the preceding call 197.1 feet to an iron pin located on the Northwest right of way of Interstate Highway 85; running thence in a northeasterly direction along the northwestern side of the right of way of Highway 85 a distance of 95.6 feet to an iron pin; running thence in a northerly direction 126.1 feet to an iron pin on the southwestern side of Central Avenue and the POINT OF BEGINNING; being improved property being known as No. 994 Central Avenue (aka South Central Avenue) according to the present numbering of buildings in the City of Hapeville, Georgia.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT AGREEMENT TO PURCHASE PROPERTY

WHEREAS, the City of Hapeville, Georgia, (“City”) is a municipal corporation existing under the laws of the State of Georgia;

WHEREAS, the City is authorized by its Charter to acquire and hold real property for public purposes;

WHEREAS, on November 9, 2021, the City’s Mayor and Council adopted Resolution No. 2021-11, which, among other things, declared the need for a new public works facility;

WHEREAS, Resolution No. 2021-11 specifically provided, in part, “THAT the Mayor and Council of the City hereby authorize the City’s employees, agents, or both, to pursue the acquisition of real property sufficient to construct a new public works facility that will meet the needs of the City[]”;

WHEREAS, pursuant to the authority provided by Resolution No. 2021-11, the City’s employees, agents, or both, have identified real property appropriate, sufficient, and necessary, to construct a new public works facility that will meet the needs of the City;

WHEREAS, the Mayor and Council have relied on the recommendation of the City’s employees, agents, or both, to identify and determine which real property is appropriate, sufficient, and necessary, to construct a new public works facility that will meet the needs of the City;

WHEREAS, for purposes of this Resolution, **the particular property that the City has determined it is necessary to acquire is located at 1014 & 1016 South Central Avenue, Hapeville, Georgia, bearing tax parcel identification number 14 012700060243, according to the records of the Fulton County Tax Assessor—being more particularly described in that certain Agreement to Purchase Property attached hereto and incorporated by reference herein as Exhibit “A” (the “Property”);¹**

WHEREAS, the City engaged an independent, licensed real estate appraiser to value the Property that needs to be acquired in connection with the construction of a new public works facility as contemplated herein;

WHEREAS, the City’s independent, licensed real estate appraiser has completed his report and submitted it for the City Council’s review;

WHEREAS, on November 9, 2021, the City established the amount that the City believed to be just and adequate compensation for the Property, including all rights that need to be acquired;

¹ Although the property ostensibly has two mailing addresses, it is one parcel as shown by the records of the Fulton County Tax Assessor as well as the legal description shown on Exhibit “A.”

WHEREAS, the City has also made a prompt offer to purchase the Property for the full amount of the just and adequate compensation established by the City based in part on the report submitted by the City's independent, licensed real estate appraiser;

WHEREAS, the City has also negotiated in good faith with the Property's owner to acquire the property expeditiously without litigation;

WHEREAS, those good-faith negotiations have resulted in the execution of the Agreement to Purchase Property reflected in Exhibit "A";

WHEREAS, the City, by and through its Mayor and Council, hereby adopt the following Resolution in the exercise of its sound judgment and discretion after giving thorough consideration to all the implications involved and keeping in mind the public interest and welfare of the citizens of the City.

NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTION IS HEREBY ADOPTED:

1.

THAT the above preamble is incorporated here. Specifically, the foregoing "whereas-es" are explicitly declared to be the legislative findings and conclusions of the City.

2.

THAT the Agreement to Purchase Property reflected in Exhibit "A" is hereby accepted by the City.

3.

THAT the City's employees, agents, or both, are hereby authorized and specifically directed to continue in good faith the diligent pursuit of obtaining the necessary Property by the Agreement to Purchase Property reflected in Exhibit "A."

4.

THAT the Mayor, City Clerk, City Attorney, or such other official as may be required, are authorized to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution.

5.

THAT the Mayor, City Clerk, City Attorney, or such other official as may be required, are authorized to employ such experts, consultants, contractors, or the like, as may be necessary or convenient to assist in the acquisition of the Property.

6.

THAT the City Manager or such other official as may be required are hereby authorized and directed to amend the budget where necessary to reflect an appropriate revenue source, and to expend all necessary and proper payments for the expenses incurred in carrying out the acquisition of the Property described in the Agreement to Purchase Property reflected in Exhibit "A" upon receipt of a requisition therefore, and to make all necessary and property payments in connection with such acquisition.

7.

THAT to the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

8.

THAT all City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

9.

THAT this Resolution shall take effect immediately upon adoption.

SO RESOLVED, this ____ day of January, 2022.

ALAN HALLMAN, Mayor

ATTEST:

SHAREE STEED, City Clerk

[SEAL]

APPROVED AS TO FORM:

WARREN TILLERY, Deputy City Attorney

EXHIBIT “A”

AGREEMENT TO PURCHASE PROPERTY

CITY OF HAPEVILLE, GEORGIA
AGREEMENT TO PURCHASE PROPERTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the CITY OF HAPEVILLE, GEORGIA an irrevocable option to acquire the following described real estate located at 1014 and/or 1016 South Central Avenue, bearing tax parcel identification number: 14 012700060243, and being particularly described as: SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A."

For the sum of \$800,000.00, the undersigned agrees to execute and deliver to the CITY OF HAPEVILLE, GEORGIA fee simple title in and to the lands owned by the undersigned as reflected in the legal description set forth in attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option begins on the last dated signature below and shall be irrevocable for a period of 90 days from that date and shall terminate 90 days from the last dated signature stated below, except as provided in paragraph 6(B) for the automatic extension related to preliminary environmental analysis.
- 2) The consideration recited is full payment for the rights conveyed.
- 3) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 4) Said option may be exercised by the CITY OF HAPEVILLE, GEORGIA at any time during the period above stated, but only following notification and receipt of waiver from any and all lien holders of record unless specifically waived by the CITY OF HAPEVILLE, GEORGIA and by notice, in writing, of the election to exercise such option, delivered to the undersigned person at the address stated below. The exercise of said option will ripen these presents into a contract to sell and buy without the necessity of any further instrument in writing. The property owner and the City of Hapeville agree that the closing date shall be within 90 days of the City of Hapeville providing notice that it is exercising this option.
- 5) The undersigned covenants that, upon the exercise of this option by the CITY OF HAPEVILLE, GEORGIA and upon the payment of the agreed upon purchase price as herein provided, the undersigned will convey, and cause to be conveyed unto the CITY OF HAPEVILLE, GEORGIA unencumbered, marketable title to said property, in fee simple, and that the undersigned will warrant title to said property, by general covenants of warranty, against lawful claims and demands of all persons whomsoever.

6) Special Provisions, if any, are listed hereinbelow:

- A.) The compensation specified herein (\$800,000) is full satisfaction of any and all claims that the property owner may have of any nature whatsoever.
- B.) The City of Hapeville shall have the right to conduct preliminary environmental analysis, and a report satisfactory to the City of Hapeville concerning such environmental analysis may be completed at the City of Hapeville's election prior to exercising this option to purchase. In the event that such preliminary environmental analysis cannot be performed within the time period specified by this option, this option shall be automatically extended to allow for the completion of any report generated as a result of such preliminary environmental analysis and for a period of time to review any such report following its generation, not to exceed forty-five days.
- C.) The property owner agrees to execute such other and further documents as is necessary or convenient to effectuate the purposes of this option.

Witness my hand and seal this 20th day of Dec, 2021.

Signed, Sealed and Delivered
In the presence of:

AUTO VISION CUSTOM PAINT &
COLLISION CENTER, LLC.

[Signature]
Witness

[Signature] (LS)
By: Brandon Glover
Title: Owner

Neneh Amie Ceesay
Notary Public



[CORPORATE SEAL]

Please note: If no corporate seal is affixed, then this Agreement to Purchase Property must be signed by two different corporate officers.

[Signature]
Witness

[Signature] (LS)
By: Brandon Glover
Title: Owner

Neneh Amie Ceesay
Notary Public



Property Owner's Address:
Auto Vision Custom Paint & Collision Center, LLC
Brandon Glover, Registered Agent
2234 Sylvan Road
East Point, Georgia 30344

Witness my hand and seal this _____ day of _____, 2021.

Witness

_____(LS)
Alan Hallman
Mayor, City of Hapeville, Georgia

Notary Public

[NOTARY SEAL]

ATTEST:

Sharee Steed
City Clerk, City of Hapeville, Georgia

[SEAL]

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia, More particularly described as follows:

BEGINNING at an iron pin found at the southeasterly corner of South Central Avenue (as now located) and Sims Street (sometimes known as Mills Street – not opened), which said iron pin is located 227.5 feet, more or less, southeasterly along the southwesterly side of South Central Avenue from its intersection with north line of Land Lot 127 as shown on a plat of survey dated November 1964, prepared for "Turner Advertising Company," by H.V. Fitzpatrick, C.E.; running thence south 68 degrees 09 minutes east, along the southwesterly side of South Central Avenue, 290.1 feet to an iron pin; running thence south 10 degrees 15 minutes west 194.65 feet to the northwesterly right-of-way line of interstate Highway 85, being a Limited Access Highway sometimes known as the Airport Connector; running thence in a southwesterly direction along the northwesterly right-of-way line of Interstate Highway 85, the following courses and distances: south 66 degrees 17 minutes west 62.2 feet to an iron pin, south 75 degrees 35 minutes 30 seconds west 76.8 feet to an iron pin marking the intersection formed by the northwesterly right-of-way line of Interstate Highway 85 with the northeasterly right-of-way line of Willingham Drive; running thence north 72 degrees 17 minutes 30 seconds west, along the northeasterly right-of-way line of Willingham Drive, 133.2 feet to an iron pin marking the intersection formed by the northeasterly right-of-way line of Willingham Drive with the southeasterly side of Sims (Mills) Street (not opened); running thence north 04 degrees 26 minutes 30 seconds east, along the easterly right-of-way line of Sims (Mills) Street, 304.0 feet to the southwesterly side of South Central Avenue and the POINT OF BEGINNING, being improved property known as No. 1016 South Central Avenue according to the present system of numbering houses in the City of Hapeville, Georgia, all as shown on the plat of survey dated December 20, 1972, prepared for "Green Brothers Nursery No. 10" by David Charles Jones, Registered Land Surveyor.

Being the same property conveyed by Warranty Deed from John T. Roberts to Harry T. Ellis, dated June 26, 1979, filed for record June 26, 1979, recorded in Deed Book 7282, Page 411, in the office of the Clerk of the Superior Court of Fulton County, Georgia.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE ACQUISITION OF CERTAIN PROPERTY RIGHTS BY THE CITY OF HAPEVILLE FOR A NEW PUBLIC WORKS FACILITY THROUGH EITHER VOLUNTARY AGREEMENT, OR THE EXERCISE OF EMINENT DOMAIN

WHEREAS, the City of Hapeville, Georgia, (“City”) is a municipal corporation existing under the laws of the State of Georgia;

WHEREAS, the City is authorized by its Charter to acquire and hold real property for public purposes;

WHEREAS, the City is also authorized to use the power of eminent domain in accordance with the laws of the State of Georgia;

WHEREAS, on November 9, 2021, the City’s Mayor and Council adopted Resolution No. 2021-11, which, among other things, declared the need for a new public works facility;

WHEREAS, Resolution No. 2021-11 specifically provided, in part, “THAT the Mayor and Council of the City hereby authorize the City’s employees, agents, or both, to pursue the acquisition of real property sufficient to construct a new public works facility that will meet the needs of the City[]”;

WHEREAS, pursuant to the authority provided by Resolution No. 2021-11, the City’s employees, agents, or both, have identified real property appropriate, sufficient, and necessary, to construct a new public works facility that will meet the needs of the City;

WHEREAS, the Mayor and Council have relied on the recommendation of the City’s employees, agents, or both, to identify and determine which real property is appropriate, sufficient, and necessary, to construct a new public works facility that will meet the needs of the City;

WHEREAS, for purposes of this Resolution, **the particular property that the City has determined it is necessary to acquire is located at 990 & 994 South Central Avenue, Hapeville, Georgia, bearing tax parcel identification numbers 14 012700060193 (990 South Central Avenue) and 14 012700060177 (994 South Central Avenue), according to the records of the Fulton County Tax Assessor—being more particularly described in Exhibit “A” attached hereto and incorporated by reference herein (the “Property”);**

WHEREAS, the holders of any interest of record, whether in whole or in part, in and to the Property to be acquired are listed in Exhibit “B” attached hereto and incorporated by reference herein;

WHEREAS, the City engaged an independent, licensed real estate appraiser to value the Property that needs to be acquired in connection with the construction of a new public works facility as contemplated herein;

WHEREAS, the City’s independent, licensed real estate appraiser has completed his report and submitted it for the City Council’s review;

WHEREAS, on November 9, 2021, the City established the amount that the City believed to be just and adequate compensation for the Property, including all rights that need to be acquired;

WHEREAS, the City has also made a prompt offer to purchase the Property for the full amount of the just and adequate compensation established by the City based in part on the report submitted by the City’s independent, licensed real estate appraiser;

WHEREAS, the City has also negotiated in good faith with the Property’s owner to acquire the property expeditiously without litigation before the adoption of this Resolution;

WHEREAS, those good-faith negotiations have resulted in the execution of an option agreement by which the City may acquire the Property;

WHEREAS, the City nevertheless determines and declares that there is a public necessity for the expeditious acquisition of said Property;

WHEREAS, in the event that further investigations, due diligence, or other reasons, may prevent the acquisition of the Property by voluntary agreement, the City adopts the instant Resolution authorizing and approving the use of eminent domain to acquire the Property in the alternative, if necessary;

WHEREAS, the City, by and through its Mayor and Council, hereby adopt the following Resolution in the exercise of its sound judgment and discretion after giving thorough consideration to all the implications involved and keeping in mind the public interest and welfare of the citizens of the City.

NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTION IS HEREBY ADOPTED:

1.

THAT the above preamble is incorporated here. Specifically, the foregoing “whereas-es” are explicitly declared to be the legislative findings and conclusions of the City.

2.

THAT the City’s employees, agents, or both, are authorized by the Mayor and Council and specifically directed to acquire the Property identified on Exhibit “A” attached hereto and incorporated by reference herein, through either voluntary agreement, or the use of eminent domain procedures for the purpose of constructing a new public works facility that will meet the needs of the City.

3.

THAT the City's employees, agents, or both, are hereby authorized and specifically directed to continue in good faith the diligent pursuit of obtaining the necessary Property by voluntary agreement with the Property's owner.

4.

THAT if such diligent pursuit of obtaining the necessary Property by voluntary agreement referenced in Paragraph Three (3) above are not successful within 30 days of this Resolution's adoption, then the circumstances surrounding this acquisition make it is necessary to acquire the Property by condemnation under the provisions of Georgia law, and the City's attorney is hereby authorized at any point following the expiration of that time to file appropriate condemnation proceedings pursuant to Title 22 of the Official Code of Georgia Annotated to acquire said Property described in Exhibit "A" from the holders of any interest of record, whether in whole or in part, listed in Exhibit "B," as well as any and all lienholders, and any unknown owners, unborn remaindermen, minors, insane persons, or others who may have any title, interest, claim, or demand in or against the Property described in Exhibit "A."

5.

THAT the City's employees, agents, or both—including, but not limited to: the City Attorney—are also authorized to amend the Property's legal description provided for in Exhibit "A" to reflect changes to the legal description as may be necessary or appropriate under the circumstances to reflect a change in the actual Property's legal description by virtue of intervening conveyances for rights-of-way, telecommunications, or utilities. Likewise, the City's employees, agents, or both—including, but not limited to: the City Attorney—are authorized to amend the Property's legal description provided for in Exhibit "A" to include permitted title exceptions for other encumbrances that may be discovered such that the actual legal description for the Property that will be acquired may be less than the Property described in Exhibit "A."

6.

THAT in the event the title to the Property is transferred to a person or legal entity other than the holders of any interest of record, whether in whole or in part, listed in Exhibit "B" prior to the date such Property is acquired by either voluntary agreement or the use of eminent domain, then this Resolution shall apply to all holders of any interest in and to the Property described in Exhibit "A" as if such holders of an interest had possessed such an interest on the date this Resolution was adopted.

7.

THAT the City stands ready to pay just and adequate compensation for said Property to which the Property's owner, or other holder of any interest therein, may be legally entitled.

8.

THAT the City Manager or such other official as may be required are hereby authorized and directed to amend the budget where necessary to reflect an appropriate revenue source, and to expend all necessary and proper payments for the expenses incurred in carrying out the acquisition of the Property described in Exhibit "A" upon receipt of a requisition therefore, and to make all necessary and property payments in connection with such acquisition.

9.

THAT the Mayor, City Clerk, City Attorney, or such other official as may be required, are authorized to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution.

10.

THAT the Mayor, City Clerk, City Attorney, or such other official as may be required, are authorized to employ such experts, consultants, contractors, or the like, as may be necessary or convenient to assist in the acquisition of the Property.

11.

THAT to the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

12.

THAT all City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

13.

THAT this Resolution shall take effect immediately upon adoption.

SO RESOLVED, this ____ day of January, 2022.

ALAN HALLMAN, Mayor

(Additional Signature Page Follows)

ATTEST:

SHAREE STEED, City Clerk

[SEAL]

APPROVED AS TO FORM:

WARREN TILLERY, Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY TO BE ACQUIRED

All that tract or parcel of land lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the west side of Lang Avenue with the southwest side of South Central Avenue; running thence northwest along the southwest side of South Central Avenue a distance of 112 feet; running thence southwest a distance of 132 feet; running thence southeast a distance of 144 feet to the west side of Lang Avenue; running north along the west side of Lang Avenue a distance of 135 feet to a point and the POINT OF BEGINNING; said property being the same property as conveyed in Deed Book 1934, Page 238, Fulton County, records and in Deed Book 7285, Page 13, aforesaid records; LESS and except from the above-described property that portion conveyed to the State Highway Department of Georgia by right of way deed dated October 31, 1960, and recorded in Deed Book 3630 Page 232, aforesaid records.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point on the Southwestern side of Central Avenue 110 feet northwesterly as measured along the southwestern side of Central Avenue from the point formed by the intersection of the southwestern side of Central Avenue with the western side of Lang Avenue (as formerly located) and running then in a northwesterly direction along the southwestern side of Central Avenue 90.3 feet to an iron pin; running thence in a southerly direction at an interior angle of 78 degrees 47 minutes with the preceding call 197.1 feet to an iron pin located on the Northwest right of way of Interstate Highway 85; running thence in a northeasterly direction along the northwestern side of the right of way of Highway 85 a distance of 95.6 feet to an iron pin; running thence in a northerly direction 126.1 feet to an iron pin on the southwestern side of Central Avenue and the POINT OF BEGINNING; being improved property being known as No. 994 Central Avenue (aka South Central Avenue) according to the present numbering of buildings in the City of Hapeville, Georgia.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

EXHIBIT “B”

**LIST OF HOLDERS OF ANY INTEREST OF RECORD, WHETHER IN WHOLE OR
IN PART, IN AND TO THE PROPERTY**

- LRA Investments, LLC.
- Harold E. Honea
- A. James Constable
- Fulton County and/or its Tax Commissioner
- The City of Hapeville
- Sprint Communications Company, L. P.
- Qwest Communications Company, LLC.
- WilTel Communications, Inc.
- Level 3 Communications, LLC.
- Class Corridor, LLC.
- Thoroughbred Technology and Telecommunications, Inc.
- T-Cubed Telecommunications
- Georgia Power Company
- Georgia Department of Transportation
- Norfolk Southern Railway Company

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE ACQUISITION OF CERTAIN PROPERTY RIGHTS BY THE CITY OF HAPEVILLE FOR A NEW PUBLIC WORKS FACILITY THROUGH EITHER VOLUNTARY AGREEMENT, OR THE EXERCISE OF EMINENT DOMAIN

WHEREAS, the City of Hapeville, Georgia, (“City”) is a municipal corporation existing under the laws of the State of Georgia;

WHEREAS, the City is authorized by its Charter to acquire and hold real property for public purposes;

WHEREAS, the City is also authorized to use the power of eminent domain in accordance with the laws of the State of Georgia;

WHEREAS, on November 9, 2021, the City’s Mayor and Council adopted Resolution No. 2021-11, which, among other things, declared the need for a new public works facility;

WHEREAS, Resolution No. 2021-11 specifically provided, in part, “THAT the Mayor and Council of the City hereby authorize the City’s employees, agents, or both, to pursue the acquisition of real property sufficient to construct a new public works facility that will meet the needs of the City[]”;

WHEREAS, pursuant to the authority provided by Resolution No. 2021-11, the City’s employees, agents, or both, have identified real property appropriate, sufficient, and necessary, to construct a new public works facility that will meet the needs of the City;

WHEREAS, the Mayor and Council have relied on the recommendation of the City’s employees, agents, or both, to identify and determine which real property is appropriate, sufficient, and necessary, to construct a new public works facility that will meet the needs of the City;

WHEREAS, for purposes of this Resolution, **the particular property that the City has determined it is necessary to acquire is located at 1014 & 1016 South Central Avenue, Hapeville, Georgia, bearing tax parcel identification number 14 012700060243, according to the records of the Fulton County Tax Assessor—being more particularly described in Exhibit “A” attached hereto and incorporated by reference herein (the “Property”);¹**

WHEREAS, the holders of any interest of record, whether in whole or in part, in and to the Property to be acquired are listed in Exhibit “B” attached hereto and incorporated by reference herein;

¹ Although the property ostensibly has two mailing addresses, it is one parcel as shown by the records of the Fulton County Tax Assessor as well as the legal description shown on Exhibit “A.”

WHEREAS, the City engaged an independent licensed real estate appraiser to value the Property that needs to be acquired in connection with the construction of a new public works facility as contemplated herein;

WHEREAS, the City's independent, licensed real estate appraiser has completed his report and submitted it for the City Council's review;

WHEREAS, on November 9, 2021, the City established the amount that the City believed to be just and adequate compensation for the Property, including all rights that need to be acquired;

WHEREAS, the City has also made a prompt offer to purchase the Property for the full amount of the just and adequate compensation established by the City based in part on the report submitted by the City's independent, licensed real estate appraiser;

WHEREAS, the City has also negotiated in good faith with the Property's owner to acquire the property expeditiously without litigation before the adoption of this Resolution;

WHEREAS, those good-faith negotiations have resulted in the execution of an option agreement by which the City may acquire the Property;

WHEREAS, the City nevertheless determines and declares that there is a public necessity for the expeditious acquisition of said Property;

WHEREAS, in the event that further investigations, due diligence, or other reasons, may prevent the acquisition of the Property by voluntary agreement, the City adopts the instant Resolution authorizing and approving the use of eminent domain to acquire the Property in the alternative, if necessary;

WHEREAS, the City, by and through its Mayor and Council, hereby adopt the following Resolution in the exercise of its sound judgment and discretion after giving thorough consideration to all the implications involved and keeping in mind the public interest and welfare of the citizens of the City.

NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTION IS HEREBY ADOPTED:

1.

THAT the above preamble is incorporated here. Specifically, the foregoing "whereas-es" are explicitly declared to be the legislative findings and conclusions of the City.

2.

THAT the City's employees, agents, or both, are authorized by the Mayor and Council and specifically directed to acquire the Property identified on Exhibit "A" attached hereto and incorporated by reference herein, through either voluntary agreement, or the use of eminent

domain procedures for the purpose of constructing a new public works facility that will meet the needs of the City.

3.

THAT the City's employees, agents, or both, are hereby authorized and specifically directed to continue in good faith the diligent pursuit of obtaining the necessary Property by voluntary agreement with the Property's owner.

4.

THAT if such diligent pursuit of obtaining the necessary Property by voluntary agreement referenced in Paragraph Three (3) above are not successful within 30 days of this Resolution's adoption, then the circumstances surrounding this acquisition make it is necessary to acquire the Property by condemnation under the provisions of Georgia law, and the City's attorney is hereby authorized at any point following the expiration of that time to file appropriate condemnation proceedings pursuant to Title 22 of the Official Code of Georgia Annotated to acquire said Property described in Exhibit "A" from the holders of any interest of record, whether in whole or in part, listed in Exhibit "B," as well as any and all lienholders, and any unknown owners, unborn remaindermen, minors, insane persons, or others who may have any title, interest, claim, or demand in or against the Property described in Exhibit "A."

5.

THAT the City's employees, agents, or both—including, but not limited to: the City Attorney—are also authorized to amend the Property's legal description provided for in Exhibit "A" to reflect changes to the legal description as may be necessary or appropriate under the circumstances to reflect a change in the actual Property's legal description by virtue of intervening conveyances for rights-of-way, telecommunications, or utilities. Likewise, the City's employees, agents, or both—including, but not limited to: the City Attorney—are authorized to amend the Property's legal description provided for in Exhibit "A" to include permitted title exceptions for other encumbrances that may be discovered such that the actual legal description for the Property that will be acquired may be less than the Property described in Exhibit "A."

6.

THAT in the event the title to the Property is transferred to a person or legal entity other than the holders of any interest of record, whether in whole or in part, listed in Exhibit "B" prior to the date such Property is acquired by either voluntary agreement or the use of eminent domain, then this Resolution shall apply to all holders of any interest in and to the Property described in Exhibit "A" as if such holders of an interest had possessed such an interest on the date this Resolution was adopted.

7.

THAT the City stands ready to pay just and adequate compensation for said Property to

which the Property's owner, or other holder of any interest therein, may be legally entitled.

8.

THAT the City Manager or such other official as may be required are hereby authorized and directed to amend the budget where necessary to reflect an appropriate revenue source, and to expend all necessary and proper payments for the expenses incurred in carrying out the acquisition of the Property described in Exhibit "A" upon receipt of a requisition therefore, and to make all necessary and property payments in connection with such acquisition.

9.

THAT the Mayor, City Clerk, City Attorney, or such other official as may be required, are authorized to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution.

10.

THAT the Mayor, City Clerk, City Attorney, or such other official as may be required, are authorized to employ such experts, consultants, contractors, or the like, as may be necessary or convenient to assist in the acquisition of the Property.

11.

THAT to the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

12.

THAT all City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

13.

THAT this Resolution shall take effect immediately upon adoption.

SO RESOLVED, this ____ day of January, 2022.

ALAN HALLMAN, Mayor

(Additional Signature Pages Follow)

ATTEST:

SHAREE STEED, City Clerk

[SEAL]

APPROVED AS TO FORM:

WARREN TILLERY, Deputy City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY TO BE ACQUIRED

All that tract or parcel of land lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia, More particularly described as follows:

BEGINNING at an iron pin found at the southeasterly corner of South Central Avenue (as now located) and Sims Street (sometimes known as Mills Street – not opened), which said iron pin is located 227.5 feet, more or less, southeasterly along the southwesterly side of South Central Avenue from its intersection with north line of Land Lot 127 as shown on a plat of survey dated November 1964, prepared for “Turner Advertising Company,” by H.V. Fitzpatrick, C.E.; running thence south 68 degrees 09 minutes east, along the southwesterly side of South Central Avenue, 290.1 feet to an iron pin; running thence south 10 degrees 15 minutes west 194.65 feet to the northwesterly right-of-way line of interstate Highway 85, being a Limited Access Highway sometimes known as the Airport Connector; running thence in a southwesterly direction along the northwesterly right-of-way line of Interstate Highway 85, the following courses and distances: south 66 degrees 17 minutes west 62.2 feet to an iron pin, south 75 degrees 35 minutes 30 seconds west 76.8 feet to an iron pin marking the intersection formed by the northwesterly right-of-way line of Interstate Highway 85 with the northeasterly right-of-way line of Willingham Drive; running thence north 72 degrees 17 minutes 30 seconds west, along the northeasterly right-of-way line of Willingham Drive, 133.2 feet to an iron pin marking the intersection formed by the northeasterly right-of-way line of Willingham Drive with the southeasterly side of Sims (Mills) Street (not opened); running thence north 04 degrees 26 minutes 30 seconds east, along the easterly right-of-way line of Sims (Mills) Street, 304.0 feet to the southwesterly side of South Central Avenue and the POINT OF BEGINNING, being improved property known as No. 1016 South Central Avenue according to the present system of numbering houses in the City of Hapeville, Georgia, all as shown on the plat of survey dated December 20, 1972, prepared for “Green Brothers Nursery No. 10” by David Charles Jones, Registered Land Surveyor.

Being the same property conveyed by Warranty Deed from John T. Roberts to Harry T. Ellis, dated June 26, 1979, filed for record June 26, 1979, recorded in Deed Book 7282, Page 411, in the office of the Clerk of the Superior Court of Fulton County, Georgia.

EXHIBIT “B”

**LIST OF HOLDERS OF ANY INTEREST OF RECORD, WHETHER IN WHOLE OR
IN PART, IN AND TO THE PROPERTY**

- Auto Vision Custom Paint & Collision Center, LLC.
- Cadence Bank, NA
- Harry T. Ellis
- Capital City Bank
- Lanier Green, D/B/A Green Bros. Nursery Trade Agreement
- Fulton County and/or its Tax Commissioner
- The City of Hapeville
- Sprint Communications Company, L. P.
- Qwest Communications Company, LLC.
- WilTel Communications, Inc.
- Level 3 Communications, LLC.
- Class Corridor, LLC.
- Thoroughbred Technology and Telecommunications, Inc.
- T-Cubed Telecommunications
- R.E. Turner, III, Harry M. Parham, and Vera M. Guay, Trustees of the Turner Management Company Profit Sharing Plan and Trust
- Central Avenue, L. P.
- Outdoor Systems, Inc.
- OS Advertising Company of Georgia, Inc.
- Infinity Outdoor, Inc.
- Viacom Outdoor, Inc.
- CBS Outdoor, Inc.
- CBS Outdoor, LLC.
- Outfront Media, LLC.
- Georgia Power Company
- Georgia Department of Transportation
- Norfolk Southern Railway Company
- Douglas Smith
- Asset Recovery