Hapeville georgia

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 REGULAR 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=612&key=-1&mod=-1&mk=-1&nov=0

April 5, 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. **PLEDGE OF ALLEGIANCE:**
5. **INVOCATION:**
6. **PUBLIC HEARING:**

6.I. Consideration and Action on Alcohol Beverage License request by Irish Bred Pub at 1155 Virginia Avenue, Suite A, Hapeville GA 30354.

Background:
The Irish Bred Pub 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:

Supporting Document(s):
1. Irish Bred Appl.
2. 1155 Virginia Ave (Irish Bred) Alcohol Permit Report 2022
3. Fire report
4. Receipt for legal ad local

7. **QUESTIONS ON AGENDA ITEMS:**

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

8. CONSENT AGENDA:

8.I. Consideration and Action to approve March 15, 2022, Council Meeting minutes.

Supporting Document(s):

1. 03152022 Minutes

8.II. Consideration and Action to Approve Arbor Day Resolution

Background:

Established in 1872, 150 years ago, Arbor Day celebrates and promotes planting and caring for trees. This year, National Arbor Day will be celebrated on Friday, April 29th. The City of Hapeville urges all citizens to support efforts to protect our trees and woodlands and to plant trees to gladden the heart and promote the well-being of this and future generations.

Supporting Document(s):

1. 2022- Arbor Day Resolution

9. OLD BUSINESS:

10. NEW BUSINESS:

10.I. Consideration and Action to Approve the Event Request for Delta Global Services/Unifi Family Fun Day.

Background:

The event is for Delta security employees and their immediate families. Management will be on-site. We have secured Pit Boss BBQ to cater the event from 11:00 am – 4:00 pm and a mobile DJ, JD's Party to go. We have just under 600 employees total but we plan for a total of 300-400 people throughout the day. No alcohol will be served or allowed. We will need access to the city's power, bathrooms, and trash cans. There will be games for the children, although we have not received confirmation on which ones will be on site. We are asking for the Mayor and Council's approval for this event.

Supporting Document(s):

1. Family Fun Day Application.msg

10.II. Consideration and Action to approve JOC Construction LLC in the amount of $ 310,854.16, and $434,947.14 for replacement roofs at the Hapeville City Hall Complex and Hapeville Police Department, respectively.

Background:

JOC Construction LLC was procured through the Georgia Department of Administrative Services statewide convenience contract. Existing roofs at City Hall and the Police Department are each over 20 years old, and temporary patching is no longer a viable option. Serious deterioration of both roofs requires a complete tear-off and installation of new TPO roofing systems. The new roofs will have a 20-year warranty.

Supporting Document(s):

1. Project #094034 - COH - Replace Roofs on Buildings at City Hall Complex
2. Project #094037 - COH - Replace Hapeville Police Department Building Roof
3. Images

10.III. Consideration and Action to approve the Intergovernmental Agreement for the Provision Of Election Services Between Fulton County and the City of Hapeville regarding the MOST Referendum.

Background:

At the May 18, 2021 work session, Council passed a resolution calling for a 1% sales tax within the City of Hapeville for the purpose of funding water and sewer projects in accordance with House Bill 160 expanding the availability of the Mutual Option Sales Tax (MOST) to the City. The intergovernmental agreement authorizes Fulton County for the election services for the MOST for the City. The MOST referendum will be on the ballot for the May 24, 2022 elections.

Supporting Document(s):

1. Resolution between Municipalities and Fulton County for funding elections
2. Resolution 2021-07
3. Hapeville Contract-Special Election

10.IV. Discussion and Directive Request by the City Manager, Tim Young, to consider removal of the pews located in the Historic Christ Church.

Background:

The Historic Christ Church building is the oldest standing church structure in the City of Hapeville. Built around 1895, the building is located at 680 S. Central Avenue within Jess Lucas Park. This multifunctional facility is used for weddings, events, and, most recently, filming.

The pews located within the facility are currently mounted to the floor, limiting the use of the space. The facility is currently rented for filming, and the pews are being stored in the carriage house. Staff is requesting directions from the Council to keep or permanently remove the pews and replace them with moveable stackable chairs.

Supporting Document(s):

1. Christ Church - Pews

11. CITY MANAGER REPORTS:

12. PUBLIC COMMENTS:

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

13. MAYOR AND COUNCIL COMMENTS:

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

15. ADJOURN:

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

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

Alcohol Beverage License Application

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

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

Date: 3/7/2022 ☒ New ☐ Amended "CHANGE OF OWNERSHIP"

Contact Name: Young Mee Cho Phone: [redacted]

Business/Trade Name: Kyustar Enterprise,LLC

D/B/A: Irish Bred Pub

Email: [redacted]

Emergency Contact Name: Young Mee Cho Phone: [redacted]

Business Address: 1155 Virginia Ave Ste A, Hapeville, GA 30354

TYPE OF BUSINESS

- ☐ Convenience Store
- ☐ Grocery Store
- ☐ Hotel/Motel
- ☐ Package Store
- ☐ Manufacturer
- ☐ Specialty Beverage Store
- ☒ Restaurant
- ☐ Restaurant under 2,000 Sq. Ft.
- ☐ Wholesale
- ☐ 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: Young Mee Cho Date of Birth: 12/5/1959

Current Address: [redacted], Lawrenceville, GA 30043

Spouse Name: Kyu Cho

Address of Applicant (if different for the past 5 years):
(5/2017 - 2018) 341 Clanrion Rd, Lawrenceville, GA 30043

Name and Location of Employers for the last five years: 1/2019-Current: Owner of The One Sushi; 3/2016-2020 Owner of Kyustar Enterprises,LLC

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.) License Attached

Federal Tax ID Number: 81-1361064 State Tax ID Number: 20255815948

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.) MNG II,LP and Midtown National Group LP 3350 Riverwood Pkwy Ste 450, Atlanta, GA 30339, 858-546-0033

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

Full Name	Position	Social Security Number	Address	% of Interest
Young Mee Cho	Owner/Managing Member	[redacted]	Lawrenceville,GA	100%

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

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

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

Full Name	Social Security Number	Address	Phone Number
Young Mee Cho (same as owner)	[redacted]	[redacted]	[redacted]

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID ____________________ Zoning District ____________

Nearest Intersection: Norman Berry Dr/Virginia Ave

Building Square Footage: 28,000 SF Business Square Footage (if not using entire building): 5,290 SF

Patio/Outdoor Dining Square Footage (if applicable): 200 SF

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting) Total 87 Shared Parking with other tenants and their customers in the shopping center

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). Total 87 Shared parking with other tenants and their customers in teh shopping center.

Hours/days of operation: Monday-Saturday 11:30 am-2:00 am
Sunday 12:30-12:00 am.

Description of adjacent properties (residential/commercial) Commercial restaurants/shops

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

N/A

- 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 case 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

Hapeville
georgia

Alcohol License Establishment Planning & Zoning Form

Date: March 29, 2022

Business Name: Kystuar Enterprise/ Irish Bred Pub

Business Address: 1155 Virginia Avenue, Ste A

Business Owner: Young Mee Cho

Business Owner Address: 450 Silverthorne Pt, Lawrenceville, GA 30043

Business Owner Phone 336-312-3991 Business Owner Email: cokmc913@gmail.com

Building Square Footage: not provided

Square footage of Business Unit: 5,200SF

Will the establishment provide patio/outdoor dining? No outdoor seating has been proposed. Should alcohol service be proposed for outdoor dining, all applicable regulations must be met

Number of Parking Spaces Provided: Shared parking, 89 spaces (application not correct).

STAFF USE ONLY

Zoning Classification: U-V, Urban Village

Sec. 93-11.2-3. Permitted uses.
Restaurants, grills, cafes, taverns and similar eating and drinking establishments with a maximum size of 6,000 square feet, but excluding drive-in restaurants, fast food restaurants, or restaurants in which patrons are not served exclusively seated or standing at a counter. Such restaurants, grills, cafes, taverns and similar eating and drinking establishments shall be allowed to operate no more than six billiard tables upon the premises.

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

Number of parking spaces required by zoning: 14, which will be met by shared parking.

Outdoor dining: ***There appears to be outdoor dining. This should be clarified. The application states N/A.***

Staff Recommendation: The proposed location complies with zoning, however, there are concerns over the number of meals served and the outdoor dining should be correct as should the number of parking spaces.

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

Alcoholic Beverage Ordinance Compliance

Sec. 5-6-3. - On-premises consumption regulations generally.
The following regulations shall apply to licensed 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.

The stated business hours of Monday through Saturday, 4pm to 2am, Sunday 4pm-12 am meet the hours required above.
There are no residential properties abutting the proposed location.

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 area of Hapeville. There are other restaurants in the same property that have received alcohol licenses.
(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 is no minimum distance required for on-site premises consumption from the nearest churches, school/school grounds, college campuses, or alcoholic treatment centers.
(3) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons.
Parking is adequate per site plan, however, there are ongoing concerns regarding parking given the number of establishments.
(4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.
This area is in an existing shopping center. No additional traffic is expected.

Sec. 5-6-4. - Sales outside of licensed premises.) requires a defined and enclosed patio area.

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

(a) 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

(b) 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

(c) 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.

(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.

(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

Inspection No:	IAL 22- 005
Inspection Date:	03/22/2022
Inspection Time:	0
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT
FIRE INSPECTION REPORT

Inspection and Compliance Orders

Facility:	Irish Bred Pub	**Address:**	1155 Virginia Avenue		
Phone:	404-765-0280				
Fax:	404-765-0997	**City:**	City of Hapeville		
Email:		**State:**	GA	**Postal Code:**	30354

Primary Contact

Contact:		**Work:**	
Email:		**Cell:**	

Inspection Type:	Inspection - Business License

Violation Code	Days to Correct*	Violation	Notes	Location

Inspection Notes:
Approved For Alcohol License

Inspector :
Brian Eskew

B. C. El

* 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.

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30161-1633
PHONE: 770-428-9411
FAX: 1888

Advertising Payment Receipt

Account number:	106804	Credit Card #:	************6800
Account name:	KC LICENSE & PARALEGAL IN SUITE 210 3863 POSTAL DR DULUTH GA 30096	Approval Code:	016823[448925736]
		Credit Holder Name:	Kyu Choi
Phone number:	678-481-1246		
Payment number:	248024		
Payment date:	03/16/22		
Amount:	240.24		
Payment description:	CREDIT CARD PAYMENTS KC LICENSE & PARALEGAL IN		

Ad Number:	296750	Class Code:	A
Ad Taker:	beast	Salesperson:	R904
First Words:	IRISH BRED PUB		

Hapeville georgia

ALAN HALLMAN
MAYOR

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BRETT REICHERT
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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=611&key=-1&mod=-1&mk=-1&nov=0

March 15, 2022 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:01 PM
2. **ROLL CALL:** All Members of the Council were present, except for Councilman Chloe Alexander, which constituted a quorum.
   - ✓ Alan Hallman
   - ✓ Mike Rast
   - ✓ Brett Reichert
   - ✓ Mark Adams
   - × Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the March 15th Meeting.
4. **PUBLIC HEARING:**

4.I. Consideration and Action of a Special Use Permit request to operate a personal care home at 601 Coleman Street.

Background:
Stacyann Wint-Barnes is requesting a Special Use Permit to operate a personal care home at 601 Coleman Street, Parcel Identification Number 14-0099-0003-120-6. The property is zoned V, Village and is subject to the zoning regulations under Section 93-11.1-5 (Special uses) of the City of Hapeville Zoning Ordinance.

The Planning Commission considered this item on March 8, 2022 and recommended approval subject to satisfaction of the conditions outlined in the Planner's report. Staff supports their recommendation.

Staff Comments: City Planner Dr. Patterson summarized to Council that the property was a nursing home prior. The application received is for a personal care home defined differently from a nursing home as licensed. She explained that the zoning ordinance treats nursing homes and personal homes differently. Although each requires a special use permit, the difference is with parking. Dr. Patterson indicated that a request was made to the applicant to have the parking lot add stripping. Dr. Patterson stated that the parking lot might include two handicapped spaces; however, these are not shown on the site plan. The application also refers to 7,500 SF, which is assumed to be the square footage of the building, but this is not clear. Dr. Patterson stated that the proposed use may be more akin to a nursing home rather than a personal care home and should be clarified. In either case, the use is compatible with the Village Zoning District and poses no foreseeable conflict with the intent of the district. The special use application is recommended for approval with conditions. The applicant would also have to get permission from the Board of Appeals.
Applicant Comments: Applicant, Stacyann Wint-Barnes answered questions concerning the medical services that would be provided to the patients and the medical criteria of the staff.

Public Comments: No public comments were made during this public hearing.

MOTION: Alderman Rast made a motion to approve the Special Use Permit to operate a personal care home at 601 Coleman Street, Councilman Adams provided a seconded. **Motion carried 3-0.**

AMENDED MOTION: Alderman Rast made a motion to approve the Special Use Permit at 601 Coleman Street for applicant Stacyann Wint Barnes with conditional use and subject to the Board of Appeals approval of the parking variance, Councilman Adams provided a seconded. **Motion carried 3-0.**

4.II. Consideration and Action of a request to rezone the properties located at 3309, 3319, and 3327 Dogwood Drive from V, Village to U-V, Urban Village.

Background:
Green River Construction Georgia, LLC is requesting to rezone the properties located at 3309 Dogwood Drive, 3319 Dogwood Drive, 3327 Dogwood Drive, Parcel Identification Numbers 14-0098-0016-010-5, 14-0098-0016-011-3, 14-0098-0016-012-1 from V, Village to U-V, Urban Village for the purpose of constructing a residential townhome development.

The Planning Commission considered this request on March 8, 2022 and recommended approval. Staff supports their recommendation.

Staff Comments: City Planner Dr. Patterson stated that the existing land use pattern combines single-family homes and commercial buildings along Dogwood. The location is the main corridor into the City of Hapeville from the north. Dr. Patterson expressed that the properties must have the same zoning classification as there is a proposed assemblage. The applicant has requested the U-V, Urban Village zoning for these properties to be consistent with the other two parcels to the south. There are no substantial reasons why the property cannot be used following existing regulations. She recommends approval of the rezoning, stating that the proposed zoning is required for the assemblage and development of the project in its entirety. The differences between V, Village, and U-V, Urban Village, are negligible for single-family attached dwellings.

Applicant Comments: Applicant, Briana Garcia and Monte Hewett answered questions concerning about the price range of the single family homes and performing a Tree Survey.

Public Comments: Melvin Traynum

MOTION: Alderman Rast made a motion to approve rezoning of Parcel Identification Numbers 14-0098-0016-010-5, 14-0098-0016-011-3, 14-0098-0016-012-1 from from V, Village to U-V, Urban Village, Councilman Reichert provided a seconded. **The motion carried, with Councilman Reichert and Alderman Rast voting "yes". Councilman Adams voted "no". Motion carried 2-1**

5. **QUESTIONS ON AGENDA ITEMS:**None

6. **CONSENT AGENDA:**

6.I. Consideration and Action to approve March 1, 2022, Council Meeting minutes.

6.II. Consideration and Action to approve March 1, 2022, Executive Meeting minutes.

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

7. **OLD BUSINESS:**

7.I. Consideration and Action on Board Appointment Ordinance.

MOTION: Councilman Reichert made a motion to table the Board Appointment Ordinance., Alderman Rast provided a seconded. **Motion carried 3-0.**

8. **NEW BUSINESS:**

8.I. Consideration and Action to approve the Georgia Power Easement Request.

MOTION: Councilman Adams made a motion to approve the Georgia Power Easement Request, Alderman Rast provided a seconded. **Motion carried 3-0.**

8.II. Consideration and Action to enter into an agreement with the state of Georgia for the Bright from the Start Summer Food Service Program, and to nominate Ashley Moody as Delegated Principle, and acceptance from Ashley Moody of this position as Principal.

MOTION: Councilman Reichert made a motion to approve the agreement with the state of Georgia for the Bright from the Start Summer Food Service Program, and to nominate Ashley Moody as Delegated Principle, and acceptance from Ashley Moody of this position as Principal, Alderman Rast provided a seconded. **Motion carried 3-0.**

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

- Budget preparation for the new FY budget will start this week.
- The city is making staff adjustments and looking into retirement plan material for Public Safety.
- Researching bond that is needed for the refurbishment of 748 Virginia Ave. and for the properties previously approved purchases of 990- 994 and 1014- 1016.
- Currently working the abonnement bid for property 3609.
- Community Service department currently working to keep the landscape and city area nice clean.

10. PUBLIC COMMENTS:

1. Melvin Traynum
2. Rachel Allred

11. MAYOR AND COUNCIL COMMENTS:

Councilmen Reichert stated no significant comments other than he will be attending training this week with the Georgia Municipal Association.

Councilmen Adams thanked everyone for attending tonight's meeting and to enjoy the daylight savings time change.

Alderman Rast stated that due to the Council retreat being postponed until May. He would like to discuss some of the topics from the retreat at the future Council meeting. City Manager Mr. Young agreed with Alderman Rast and stated that they would start working on getting some retreat topics on the agenda.

Mayor Hallman Thanked everyone for coming out to the Council meeting, noting that Hapeville is being blessed with development and growth and appreciates the public's continued support.

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

13. ADJOURN:

MOTION: Councilman Adams made a motion to adjourn at 7:02PM, Councilman Reichert provided a second**. Motion carried 3-0**

Respectfully submitted,

____

Alan Hallman, Mayor

____

Sharee Steed, City Clerk

State of Georgia
City of Hapeville

Resolution 2022 –

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special Day be set aside for the planting of trees, and

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

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

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

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

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

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

Be It and It is Hereby Resolved by the Mayor and Council of the City of Hapeville that the 29th day of April 2022 be known as

Arbor Day

In the City of Hapeville, Georgia and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees to gladden the heart and promote the well-being of this and future generations.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Hapeville to be affixed this 5th day of April 2022.

Signed: **Attest:**

______________________________ ______________________________

Alan Hallman, Mayor City Clerk

Approved as to Form:

____

City Attorney

Maria Rodriguez

From: Sharee Steed
Sent: Friday, April 1, 2022 2:57 PM
To: Maria Rodriguez
Subject: FW: Online Form Submittal: Event Request Form

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, March 21, 2022 10:35 AM
To: Sharee Steed <ssteed@hapeville.org>
Subject: Online Form Submittal: Event Request Form

Event Request Form

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

Date	3/21/2022
CONTACT INFORMATION	
Contact Person	Madaline Dyer
Name of Organization	Delta Global Services/Unifi
Mailing Address	[redacted], Atlanta Ga 30354
Telephone #:	[redacted]
Cell #:	[redacted]
Fax #:	*Field not completed.*
E-mail Address	[redacted]
(Section Break)	
EVENT INFORMATION	
Name of the Event:	Family Fun Day

Date of the Event:	06/11/2022
Start time:	10:00 AM
End time:	4:00 PM
Location of the Event:	Jess Lucas Park
How many attendees?	400-600 throughout the entire day
Banner:	No
If yes, where is the banner to be placed?:	*Field not completed.*
Specify dates banner will hang in proposed location:	*Field not completed.*
If placing a banner on City property, provide a description of the banner (measurements, color, etc.):	*Field not completed.*
Upload a pdf version of the banner:	*Field not completed.*

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

Will there be alcohol at this event?	No
Will there be a DJ/Music at this event?	Yes
Additional information about this event:	This is a company sponsored family fun day for the security department. The event is being catered by Pit Boss with Dj services provided by Jd's party to go.

(Section Break)

CITY SERVICES: (check all that apply)	Electricity
If requesting City Staff, please specify:	*Field not completed.*
If requesting road closures, please specify which roads:	*Field not completed.*

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

(Section Break)

OFFICE USE ONLY	*Field not completed.*
Date Heard by Mayor and Council:	*Field not completed.*
Notice Sent to Applicant on:	*Field not completed.*

Email not displaying correctly? View it in your browser.

Work Order Signature Document

EZIQC Contract No.: GA-ST03-040820-LRI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number:	094034.00	Work Order Date:	03/22/2022
Work Order Title:	COH - Replace Roofs on Buildings at the City Hall Complex		
Owner Name:	City of Hapeville	Contractor Name:	JOC Construction, LLC.
Contact:	Lee Sudduth	Contact:	Josh Seigla
Phone:	404-669-2124	Phone:	770-833-6327

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST03-040820-LRI.

Brief Work Order Description:

Replace Roofs on Buildings at the City Hall Complex

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $310,854.16

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To:	Josh Seigla JOC Construction, LLC. 1954 Airport Road Chamblee, GA 30341 770-833-6327	**From:**	Lee Sudduth City of Hapeville 404-669-2124

Date Printed:	March 22, 2022
Work Order Number:	094034.00
Work Order Title:	COH - Replace Roofs on Buildings at the City Hall Complex
Brief Scope:	Replace Roofs on Buildings at the City Hall Complex

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See proposal and scope of work for Project #094034 - COH - Replace Roofs on Buildings at the City Hall Complex SOW

_______________________________ _________
Contractor Date

_______________________________ _________
Owner Date

Contractor's Price Proposal - Summary

Date:	March 22, 2022
IQC Master Contract #:	GA-ST03-040820-LRI
Work Order Number:	094034.00
Owner PO #:	
Work Order Title:	COH - Replace Roofs on Buildings at the City Hall Complex
Contractor:	JOC Construction, LLC.
Proposal Name:	COH - Replace Roofs on Two Buildings at the City Hall Complex
Proposal Value:	$310,854.16

01 - General Requirements	**$28,632.14**
05 - Metals	**$12,030.38**
06 - Wood, Plastic, and Composites	**$5,090.29**
07 - Thermal & Moisture Protection	**$261,826.14**
14 - Conveying Systems	**$3,275.21**
Proposal Total	**$310,854.16**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: March 22, 2022

IQC Master Contract #: GA-ST03-040820-LRI
Work Order Number: 094034.00
Owner PO #:
Work Order Title: COH - Replace Roofs on Buildings at the City Hall Complex
Contractor: JOC Construction, LLC.
Proposal Name: COH - Replace Roofs on Two Buildings at the City Hall Complex
Proposal Value: $310,854.16

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X)**			

01 - General Requirements

#	Sect.	Item	UOM	Description	Line Total
1	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$26,522.24

	Quantity		Unit Price		Factor		Total
Installation	24,111.13	x	1.00	x	1.1000	=	26,522.24

Owner Requested Contingency for potential unforseen items after deck inspection. Unallocated cost at the end of the project will be credited back to client.

#	Sect.	Item	UOM	Description	Line Total
2	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	-$26,522.24

	Quantity		Unit Price		Factor		Total
Installation	-24,111.13	x	1.00	x	1.1000	=	-26,522.24

Contractor Discount Based on Contract Renewal.

#	Sect.	Item	UOM	Description	Line Total
3	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$5,497.80

	Quantity		Unit Price		Factor		Total
Installation	4,998.00	x	1.00	x	1.1000	=	5,497.80

Bond.

#	Sect.	Item	UOM	Description	Line Total
4	01 22 20	00 0006	HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$454.49

	Quantity		Unit Price		Factor		Total
Installation	8.00	x	51.08	x	1.1122	=	454.49

2 men for 4 hours to take down awning at lower roof edge.

#	Sect.	Item	UOM	Description	Line Total
5	01 22 20	00 0027	HR	Roofer, CompositeFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$1,075.54

	Quantity		Unit Price		Factor		Total
Installation	16.00	x	60.44	x	1.1122	=	1,075.54

Roof Deck Inspection and Analysis Prior to Mobilization. Includes site investigation, decking scan, and compiling a report to map out any weak or deteriorated areas in roof decking before tear off . 2 men for 8 hours at each location.

Work Order Number: 094034.00
Work Order Title: COH - Replace Roofs on Buildings at the City Hall Complex

Proposal Name: COH - Replace Roofs on Two Buildings at the City Hall Complex
Proposal Value: $310,854.16

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

01 - General Requirements

#	Sect.	Item	Modifer	UOM	Description	Line Total
6	01 22 23	00 0888		DAY	500 Gallon High Volume Vacuum With Full-Time Operator Installation — Quantity 3.00 x Unit Price 1,077.47 x Factor 1.1122 = Total 3,595.09 Clean particles remaining Prior to installing New roof after demo.	$3,595.09
7	01 22 23	00 1010		MO	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator Installation — Quantity 1.00 x Unit Price 14,588.48 x Factor 1.1122 = Total 16,225.31 Forklift for supporting disposal operations between chute and dumpster staging and bringing equipment up to roof.	$16,225.31
8	01 22 23	00 1010	0034		For Equipment Without Operator, Deduct Installation — Quantity 0.50 x Unit Price -7,700.16 x Factor 1.1122 = Total -4,282.06	-$4,282.06
9	01 71 13	00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc. Installation — Quantity 1.00 x Unit Price 193.71 x Factor 1.1122 = Total 215.44 Mobilize vacuum	$215.44
10	01 71 13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc. Installation — Quantity 1.00 x Unit Price 820.32 x Factor 1.1122 = Total 912.36 Mobilization for rough terrain forklift.	$912.36
11	01 74 19	00 0016		EA	40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. Installation — Quantity 8.00 x Unit Price 555.00 x Factor 1.1122 = Total 4,938.17 7165 SF tear off.	$4,938.17

Subtotal for 01 - General Requirements **$28,632.14**

05 - Metals

#	Sect.	Item	Modifer	UOM	Description	Line Total
12	05 75 00	00 0031		SF	0.050" Thick (16 Gauge) Aluminum Sheet, Installed On Walls Installation — Quantity 1,214.00 x Unit Price 10.73 x Factor 1.1122 = Total 14,487.76 flashing detail to match existing siding at top transition to roof. Closest comparable to 12ga.	$14,487.76

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094034.00
Work Order Title: COH - Replace Roofs on Buildings at the City Hall Complex

Proposal Name: COH - Replace Roofs on Two Buildings at the City Hall Complex
Proposal Value: $310,854.16

Sect.	Item	Modifer	UOM	Description	Line Total
Labor Equip.	Material	(Excluded if marked with an X)			

05 - Metals

#	Sect.	Item	Modifier	UOM	Description		Quantity		Unit Price		Factor		Total	Line Total
13	05 75 00	00 0031	0180		For >500, Deduct	Installation	1,214.00	x	-1.82	x	1.1122	=	-2,457.38	-$2,457.38

Subtotal for 05 - Metals **$12,030.38**

06 - Wood, Plastic, and Composites

#	Sect.	Item	Modifier	UOM	Description		Quantity		Unit Price		Factor		Total	Line Total
14	06 11 16	00 0079		LF	2" x 8" Wood Plate	Installation	1,214.00	x	3.77	x	1.1122	=	5,090.29	$5,090.29
					3 boards for coping/2 lboards atcurb/equipment. 814+400									

Subtotal for 06 - Wood, Plastic, and Composites **$5,090.29**

07 - Thermal & Moisture Protection

#	Sect.	Item	Modifier	UOM	Description		Quantity		Unit Price		Factor		Total	Line Total
15	07 13 53	00 0021		CSF	10 Mil Polyethylene Vapor Barrier	Installation	122.51	x	36.54	x	1.1122	=	4,978.78	$4,978.78
					Barrier at decking.									
16	07 13 53	00 0021	0018		For Joint Taping, Add	Installation	122.51	x	5.08	x	1.1122	=	692.18	$692.18
17	07 13 53	00 0021	0020		For Application To Horizontal Surfaces, Deduct	Installation	122.51	x	-2.12	x	1.1122	=	-288.86	-$288.86
18	07 22 16	00 0372		SF	2.25" Average Thickness (12.8 Average R-Value), 1/8" Slope, Tapered Polyisocyanurate Board, Mechanically Fastened	Installation	12,251.00	x	2.97	x	1.1122	=	40,467.92	$40,467.92
					2 layer insulation system mechanically fastened to steel/conc deck.									
19	07 22 16	00 0372	0393		For Mechanically Fastened To Concrete, Add	Installation	12,251.00	x	0.84	x	1.1122	=	11,445.47	$11,445.47
20	07 22 16	00 0372	0508		For Mechanically Fastened To Wood Or Steel, >120 To 135 MPH Wind, Add	Installation	12,251.00	x	0.79	x	1.1122	=	10,764.19	$10,764.19
21	07 22 16	00 0373		SF	2.75" Average Thickness (15.7 Average R-Value), 1/8" Slope, Tapered Polyisocyanurate Board, Mechanically Fastened	Installation	12,251.00	x	3.71	x	1.1122	=	50,550.84	$50,550.84
					2 layer insulation system mechanically fastened to steel/conc deck.									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094034.00
Work Order Title: COH - Replace Roofs on Buildings at the City Hall Complex

Proposal Name: COH - Replace Roofs on Two Buildings at the City Hall Complex
Proposal Value: $310,854.16

	Sect.	Item	Modifer	UOM	Description								Line Total
Labor	Equip.	Material	(Excluded if marked with an X)										

07 - Thermal & Moisture Protection

#	Sect.	Item	Modifier	UOM	Description		Quantity		Unit Price		Factor		Total	Line Total
22	07 22 16	00 0373	0394		For Mechanically Fastened To Concrete, Add									$11,717.98
						Installation	12,251.00	x	0.86	x	1.1122	=	11,717.98	
23	07 22 16	00 0373	0516		For Mechanically Fastened To Concrete, >120 To 135 MPH Wind, Add									$26,569.85
						Installation	12,251.00	x	1.95	x	1.1122	=	26,569.85	
24	07 22 16	00 0473		SF	Demolish >5" To 6" Average Thickness, Rigid Board Roofing Insulation									$5,177.71
						Installation	12,251.00	x	0.38	x	1.1122	=	5,177.71	
					Demo existing Insulation system.									
25	07 26 13	00 0009		CLF	9" Wide Self Adhesive Butyl Sealing Tape									$3,004.14
						Installation	18.00	x	150.06	x	1.1122	=	3,004.14	
					Sealing tape around penetrations and new curb for perimeter transition to temporary waterproofing until new flashing can be installed. + 1 strip inside curb +1 strip outside curb + transitions at existing mechanical equipment not being removed.									
26	07 51 13	00 0174		SQ	Factory Coated Steel Fasteners And Steel Or Plastic Membrane Plates (Tremco)									$5,068.71
						Installation	122.51	x	37.20	x	1.1122	=	5,068.71	
					plates for cover board and membrane.									
27	07 51 13	00 0187		SQ	Water Based, TPA Bonding Adhesive (Tremco)									$15,775.68
						Installation	122.51	x	115.78	x	1.1122	=	15,775.68	
					Adhesive between layers where mechanically fastening deck/iso - iso/iso/ iso/cover board. 340x3.									
28	07 51 13	00 0193		EA	Up To 10,000 SF 20 Year Roofing System Warranty									$2,224.40
						Installation	1.00	x	2,000.00	x	1.1122	=	2,224.40	
					System 20 Year Warranty									
29	07 54 23	00 0004		SQ	60 Mil, Single Ply TPO Roofing Membrane, Fully AdheredIncludes adhesive.									$38,037.12
						Installation	122.51	x	279.16	x	1.1122	=	38,037.12	
					TPO Membrane Replacement.									
30	07 54 23	00 0004	0136		For >100 To 200, Deduct									-$3,545.37
						Installation	122.51	x	-26.02	x	1.1122	=	-3,545.37	
31	07 54 23	00 0004	0144		For Low VOC Adhesive, Add									$6,635.65
						Installation	122.51	x	48.70	x	1.1122	=	6,635.65	
32	07 54 23	00 0011		SQ	Acrylic, Thermoplastic Polyolefin (TPO) Roofing Primer, Price Per Coat									$14,124.26
						Installation	245.02	x	51.83	x	1.1122	=	14,124.26	
					Primer for adhesive at iso layers .									

Work Order Number: 094034.00
Work Order Title: COH - Replace Roofs on Buildings at the City Hall Complex

Proposal Name: COH - Replace Roofs on Two Buildings at the City Hall Complex
Proposal Value: $310,854.16

Sect.	Item	Modifer	UOM	Description	Line Total
Labor Equip.	Material	(Excluded if marked with an X)			

07 - Thermal & Moisture Protection

#	Sect.	Item	Modifer	UOM	Description	Line Total
33	07 54 23	00 0011	0137		For >200, Deduct	-$1,615.99
					Installation: Quantity 245.02 x Unit Price -5.93 x Factor 1.1122 = Total -1,615.99	
34	07 59 00	00 0002		LF	Membrane Roofing Termination BarIncludes fasteners and caulking.	$165.98
					Installation: Quantity 52.00 x Unit Price 2.87 x Factor 1.1122 = Total 165.98	
					Term Bars at perimeter against curb, perimeter of equipment curbs, note this item is separate from flashing connections.	
35	07 62 13	00 0027		SF	0.050" Thick, Mill Finish, Aluminum Flashing And Trim	$8,308.49
					Installation: Quantity 657.02 x Unit Price 11.37 x Factor 1.1122 = Total 8,308.49	
					Base flashing and new wood wrap. 494LF x 16" = 657.02	
36	07 71 26	00 0004		LF	28 Gauge, Up To 12" Wide, Galvanized Steel Counter Flashing With Reglet	$5,670.08
					Installation: Quantity 494.00 x Unit Price 10.32 x Factor 1.1122 = Total 5,670.08	
					Counterflashing at perimeter curbs and equipment.	
37	07 92 13	00 0014		CLF	3/4" x 3/4" Joint, Silicone Sealant And Caulking	$5,141.39
					Installation: Quantity 9.20 x Unit Price 502.47 x Factor 1.1122 = Total 5,141.39	
					Silicone seal all joints at completion. flashing , 2 sides coping , underside equipment above term bar (term bar sealant included in other line item), underside drip edge, perimeter of penetrations Approx 750lf	
38	07 92 13	00 0014	0118		For >3.5 CLF, Deduct	-$425.87
					Installation: Quantity 9.20 x Unit Price -41.62 x Factor 1.1122 = Total -425.87	
39	07 92 13	00 0014	0123		For 1 Part Mildew Resistant, Add	$1,181.41
					Installation: Quantity 9.20 x Unit Price 115.46 x Factor 1.1122 = Total 1,181.41	

Subtotal for 07 - Thermal & Moisture Protection **$261,826.14**

14 - Conveying Systems

#	Sect.	Item	Modifer	UOM	Description	Line Total
40	14 91 82	00 0005		LF	36" Diameter Galvanized Trash Chute, 18 Gauge, Duct With Supports	$3,275.21
					Installation: Quantity 60.00 x Unit Price 49.08 x Factor 1.1122 = Total 3,275.21	
					Trash Chute for getting debris to ground.	

Subtotal for 14 - Conveying Systems **$3,275.21**

Proposal Total **$310,854.16**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Client - City of Hapeville

Detailed Scope of Work

Print Date:	March 22, 2022
Work Order Number:	094034.00
Work Order Title:	COH - Replace Roofs on Buildings at the City Hall Complex
Contractor:	GA-ST03-040820-LRI - JOC Construction, LLC.
Brief Scope:	Replace Roofs on Buildings at the City Hall Complex

To: Josh Seigla
JOC Construction, LLC.
1954 Airport Road
Chamblee, GA 30341
770-833-6327

From: Lee Sudduth
City of Hapeville
404-669-2124

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

See proposal and scope of work for Project #094034 - COH - Replace Roofs on Buildings at the City Hall Complex SOW

Owner | Date

Contractor | **Date**

March 22, 2022

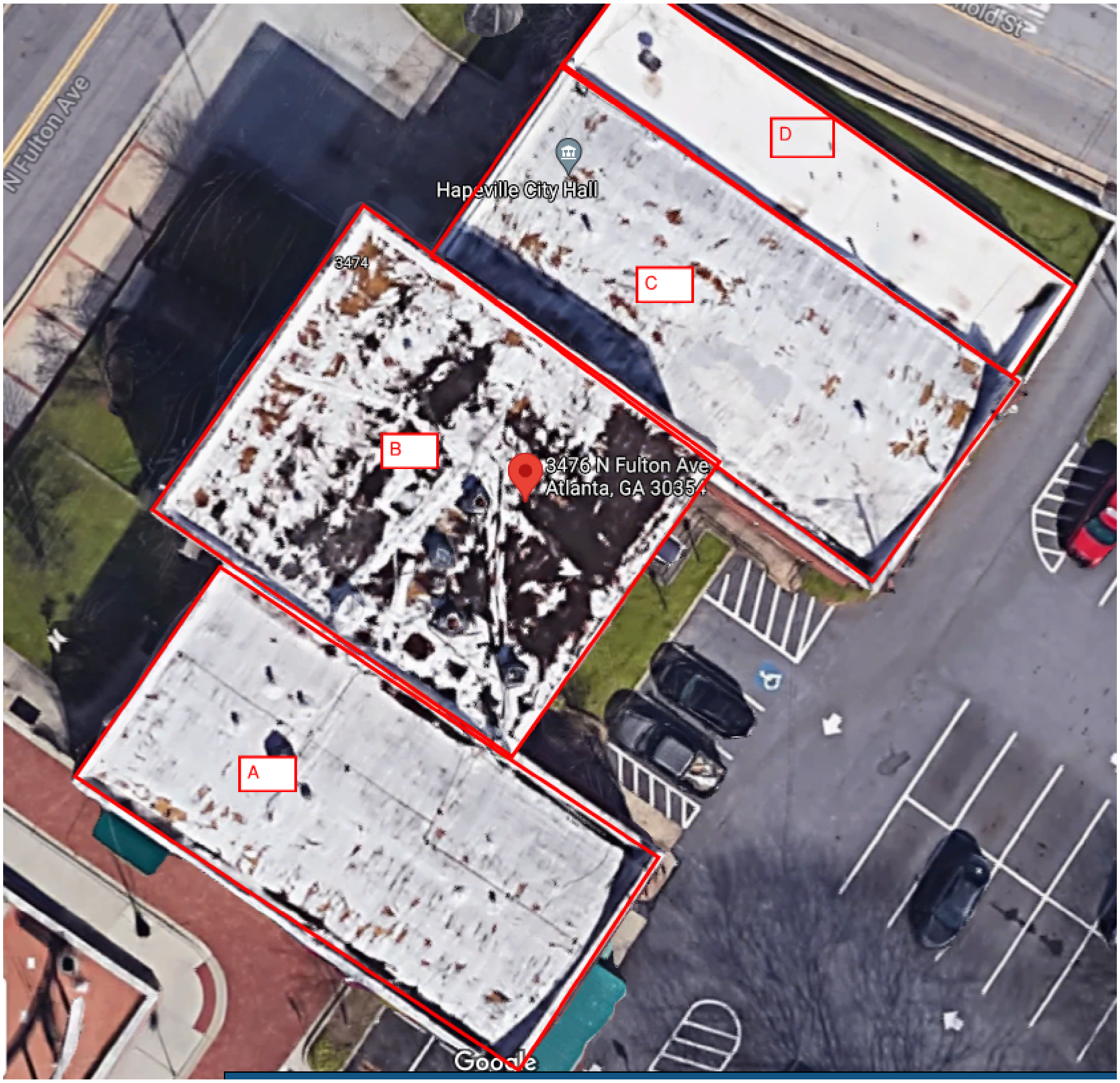
City of Hapeville
Project #094034 - COH - Replace Roofs on Buildings at the City Hall Complex

Summary of Scope
This Scope of Work includes the replacement of two sections of city hall roofs based on general specifications provided by client and observations made by contractor.

Detailed Scope of Work
We have included the following items in our proposal:

1. City Hall Roof
   1.1. At the time of the proposal, no interior investigation had been completed by contractor. Contractor is proposing an investigation to include a thorough deck scan, and analysis report to present to client to document existing condition of decking and identify potential hazards associated with the replacement of roof from the perspective of the interior occupants. Currently no decking replacement has been included in the proposal.
   1.2. Remove existing roofing material down to deck for each of the roofing locations shown at city hall.
   1.3. Furnish and install new 60 mil TPO membrane roof system and flashing at all areas shown below A,B, C, and D.
   1.4. Wood nailer replacement has been included.
   1.5. Flash and terminate around all existing hvac and penetrations. No removal of hvac has been included in the proposal.
   1.6. Remove awning for work.
   1.7. Flash all penetrations, corners, t-joints, welded seams, and adjust drainage system per manufacturers recommendation for 20 year warranty.
   1.8. Include 20 year warranty.

March 22, 2022



March 22, 2022

Details that apply to all work

1. This proposal is based on normally expected conditions as observed upon site visit.
2. Contractor shall utilize the latest issue of the SOURCEWELL Specifications for all work.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site.
5. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
6. All salvageable materials remain the property of the Owner.
7. Contractor shall coordinate inspections as required / if required.
8. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
9. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of his trade's debris. There shall not at any time be any material or debris left on site that could endanger the public.
10. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

Submittals

Proposed Roof System

Schedule

1. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **[120] Days** from the time JOC Construction receives purchase order from client, however, should there be any circumstances that impede progress that are out of the control of JOC Construction Inc. a time extension equal to documented days lost will be issued.

Owners Responsibilities

1. Provide access to job site and prompt response to RFI and submittal information submitted by contractor.

March 22, 2022

Closeout

1. Contractor must remove all excess materials, debris, tools and equipment form the site.
2. Owner shall be provided 1 Electronic Copy of the Operations and Maintenance manual for the project with retainage billing.
3. Owner will be provided a 1 year warranty from Contractor on furnished material and workmanship.

Clarifications

1. At the time of the issuance of a purchase order, it is understood that permits are **NOT** required. If the contractor will be responsible for obtaining applicable permits for the above mentioned work, then Owner will be responsible for reimbursement of any fees that may be charged to contractor associated with permitting as well as any and all fees and expenses (i.e. permit fees, professional design and engineering fees as outlined in the Construction Task Catalog) incurred as described in the EZIQC master document.
2. Prevailing wages have **NOT** been included in this proposal.
3. This proposal is based on Normal Working Hours as defined by Monday through Friday, 7AM to 5PM EST.
4. Hazardous Material Removal or handling has not been included in this proposal.
5. Any reference to match existing shall describe closest match available. Due to aging of materials, discontinued items, and minor batch color discrepancies from manufacturers, it is not always possible to find an exact match for existing materials.
6. All concrete shall be standard 3000psi.
7. All UG conduit shall be Schedule 80 PVC.
8. All above ground conduit shall be EMT.
9. Proposal based on 2500 psi existing soil compaction.
10. Proposal based on existing water supply having adequate pressure to service needs of this project. No additional devices have been included to accommodate pressure issues.

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: GA-ST03-040820-LRI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number:	094037.00	Work Order Date:	03/22/2022
Work Order Title:	COH - Replace Hapeville Police Department Building Roof		
Owner Name:	City of Hapeville	Contractor Name:	JOC Construction, LLC.
Contact:	Lee Sudduth	Contact:	Josh Seigla
Phone:	404-669-2124	Phone:	770-833-6327

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST03-040820-LRI.

Brief Work Order Description:

Replace Police Department Building Roof

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $434,947.14

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To:	Josh Seigla JOC Construction, LLC. 1954 Airport Road Chamblee, GA 30341 770-833-6327	**From:**	Lee Sudduth City of Hapeville 404-669-2124

Date Printed:	March 22, 2022
Work Order Number:	094037.00
Work Order Title:	COH - Replace Hapeville Police Department Building Roof
Brief Scope:	Replace Police Department Building Roof

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See proposal and scope of work for Project #094037 - COH - Replace Hapeville Police Department Building Roof

Contractor ____________________ Date __________

Owner ____________________ Date __________

Contractor's Price Proposal - Summary

Date:	March 22, 2022
IQC Master Contract #:	GA-ST03-040820-LRI
Work Order Number:	094037.00
Owner PO #:	
Work Order Title:	COH - Replace Hapeville Police Department Building Roof
Contractor:	JOC Construction, LLC.
Proposal Name:	COH - Replace Police Department Building Roof
Proposal Value:	$434,947.14

01 - General Requirements	**$32,494.39**
05 - Metals	**$8,066.50**
06 - Wood, Plastic, and Composites	**$3,413.10**
07 - Thermal & Moisture Protection	**$388,789.68**
14 - Conveying Systems	**$2,183.47**
Proposal Total	**$434,947.14**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: March 22, 2022

IQC Master Contract #: GA-ST03-040820-LRI
Work Order Number: 094037.00
Owner PO #:
Work Order Title: COH - Replace Hapeville Police Department Building Roof
Contractor: JOC Construction, LLC.
Proposal Name: COH - Replace Police Department Building Roof
Proposal Value: $434,947.14

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X)**			

01 - General Requirements

#	Sect.	Item	UOM	Description	Line Total
1	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$35,389.70

	Quantity		Unit Price		Factor		Total
Installation	32,172.45	x	1.00	x	1.1000	=	35,389.70

Owner requested contingency for unforseen items that may come up during roof deck inspection. Any unallocated costs shall be credited back to client at end of project.

#	Sect.	Item	UOM	Description	Line Total
2	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$8,580.00

	Quantity		Unit Price		Factor		Total
Installation	7,800.00	x	1.00	x	1.1000	=	8,580.00

Bond.

#	Sect.	Item	UOM	Description	Line Total
3	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	-$35,389.70

	Quantity		Unit Price		Factor		Total
Installation	-32,172.45	x	1.00	x	1.1000	=	-35,389.70

Contractor Discount to offset contract renewal price increase.

#	Sect.	Item	UOM	Description	Line Total
4	01 22 20	00 0027	HR	Roofer, CompositeFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$1,075.54

	Quantity		Unit Price		Factor		Total
Installation	16.00	x	60.44	x	1.1122	=	1,075.54

Roof Deck Inspection and Analysis Prior to Mobilization. Includes site investigation, decking scan, and compiling a report to map out any weak or deteriorated areas in roof decking before tear off. 2 men for 8 hours at each location.

#	Sect.	Item	UOM	Description	Line Total
5	01 22 23	00 0888	DAY	500 Gallon High Volume Vacuum With Full-Time Operator	$3,595.09

	Quantity		Unit Price		Factor		Total
Installation	3.00	x	1,077.47	x	1.1122	=	3,595.09

Clean particles remaining Prior to installing New roof after demo.

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094037.00
Work Order Title: COH - Replace Hapeville Police Department Building Roof

Proposal Name: COH - Replace Police Department Building Roof
Proposal Value: $434,947.14

Sect.	Item	Modifer	UOM	Description	Line Total
Labor Equip. Material	(Excluded if marked with an X)				

01 - General Requirements

6 01 22 23 00 1010 — MO — 10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator — **$16,225.31**

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	14,588.48	x	1.1122	=	16,225.31

Forklift for supporting disposal operations between chute and dumpster staging and bringing equipment up to roof.

7 01 22 23 00 1010 0034 — For Equipment Without Operator, Deduct — **-$4,282.06**

	Quantity		Unit Price		Factor		Total
Installation	0.50	x	-7,700.16	x	1.1122	=	-4,282.06

8 01 71 13 00 0002 — EA — Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc. — **$215.44**

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	193.71	x	1.1122	=	215.44

Mobilize vacuum

9 01 71 13 00 0003 — EA — Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc. — **$912.36**

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	820.32	x	1.1122	=	912.36

Mobilization for rough terrain forklift.

10 01 74 19 00 0016 — EA — 40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. — **$6,172.71**

	Quantity		Unit Price		Factor		Total
Installation	10.00	x	555.00	x	1.1122	=	6,172.71

17815SF tear off.

Subtotal for 01 - General Requirements — $32,494.39

05 - Metals

11 05 75 00 00 0031 — SF — 0.050" Thick (16 Gauge) Aluminum Sheet, Installed On Walls — **$9,714.20**

	Quantity		Unit Price		Factor		Total
Installation	814.00	x	10.73	x	1.1122	=	9,714.20

flashing detail to match existing siding at top transition to roof. Closest comparable to 12ga.

12 05 75 00 00 0031 0180 — For >500, Deduct — **-$1,647.70**

	Quantity		Unit Price		Factor		Total
Installation	814.00	x	-1.82	x	1.1122	=	-1,647.70

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094037.00
Work Order Title: COH - Replace Hapeville Police Department Building Roof

Proposal Name: COH - Replace Police Department Building Roof
Proposal Value: $434,947.14

Sect.	Item	Modifer	UOM	Description	Line Total
Labor Equip.	Material			(Excluded if marked with an X)	

Subtotal for 05 - Metals **$8,066.50**

06 - Wood, Plastic, and Composites

#	Sect.	Item	Modifer	UOM	Description	Line Total
13	06 11 16	00 0079		LF	2" x 8" Wood Plate	$3,413.10

	Quantity		Unit Price		Factor		Total
Installation	814.00	x	3.77	x	1.1122	=	3,413.10

3 boards for coping/2 lboards atcurb/equipment. 980+ x3=2820

Subtotal for 06 - Wood, Plastic, and Composites **$3,413.10**

07 - Thermal & Moisture Protection

#	Sect.	Item	Modifer	UOM	Description	Line Total
14	07 13 53	00 0021		CSF	10 Mil Polyethylene Vapor Barrier	$7,239.98

	Quantity		Unit Price		Factor		Total
Installation	178.15	x	36.54	x	1.1122	=	7,239.98

Barrier at decking.

#	Sect.	Item	Modifer	UOM	Description	Line Total
15	07 13 53	00 0021	0018		For Joint Taping, Add	$1,006.54

	Quantity		Unit Price		Factor		Total
Installation	178.15	x	5.08	x	1.1122	=	1,006.54

#	Sect.	Item	Modifer	UOM	Description	Line Total
16	07 13 53	00 0021	0020		For Application To Horizontal Surfaces, Deduct	-$420.05

	Quantity		Unit Price		Factor		Total
Installation	178.15	x	-2.12	x	1.1122	=	-420.05

#	Sect.	Item	Modifer	UOM	Description	Line Total
17	07 22 16	00 0372		SF	2.25" Average Thickness (12.8 Average R-Value), 1/8" Slope, Tapered Polyisocyanurate Board, Mechanically Fastened	$58,847.11

	Quantity		Unit Price		Factor		Total
Installation	17,815.00	x	2.97	x	1.1122	=	58,847.11

2 layer insulation system mechanically fastened to steel/conc deck.

#	Sect.	Item	Modifer	UOM	Description	Line Total
18	07 22 16	00 0372	0393		For Mechanically Fastened To Concrete, Add	$16,643.63

	Quantity		Unit Price		Factor		Total
Installation	17,815.00	x	0.84	x	1.1122	=	16,643.63

#	Sect.	Item	Modifer	UOM	Description	Line Total
19	07 22 16	00 0372	0508		For Mechanically Fastened To Wood Or Steel, >120 To 135 MPH Wind, Add	$15,652.94

	Quantity		Unit Price		Factor		Total
Installation	17,815.00	x	0.79	x	1.1122	=	15,652.94

#	Sect.	Item	Modifer	UOM	Description	Line Total
20	07 22 16	00 0373		SF	2.75" Average Thickness (15.7 Average R-Value), 1/8" Slope, Tapered Polyisocyanurate Board, Mechanically Fastened	$73,509.36

	Quantity		Unit Price		Factor		Total
Installation	17,815.00	x	3.71	x	1.1122	=	73,509.36

2 layer insulation system mechanically fastened to steel/conc deck.

#	Sect.	Item	Modifer	UOM	Description	Line Total
21	07 22 16	00 0373	0394		For Mechanically Fastened To Concrete, Add	$17,039.91

	Quantity		Unit Price		Factor		Total
Installation	17,815.00	x	0.86	x	1.1122	=	17,039.90

#	Sect.	Item	Modifer	UOM	Description	Line Total
22	07 22 16	00 0373	0516		For Mechanically Fastened To Concrete, >120 To 135 MPH Wind, Add	$38,636.99

	Quantity		Unit Price		Factor		Total
Installation	17,815.00	x	1.95	x	1.1122	=	38,636.99

Work Order Number: 094037.00
Work Order Title: COH - Replace Hapeville Police Department Building Roof

Proposal Name: COH - Replace Police Department Building Roof
Proposal Value: $434,947.14

Labor	Sect. / Equip.	Item / Material	Modifer	UOM	Description (Excluded if marked with an X)	Line Total

07 - Thermal & Moisture Protection

#	Sect.	Item	Modifer	UOM	Description	Line Total
23	07 22 16	00 0479		SF	Demolish >11" To 12" Average Thickness, Rigid Board Roofing Insulation	$8,718.09
24	07 26 13	00 0009		CLF	9" Wide Self Adhesive Butyl Sealing Tape	$4,840.01
25	07 51 13	00 0174		SQ	Factory Coated Steel Fasteners And Steel Or Plastic Membrane Plates (Tremco)	$7,364.54
26	07 51 13	00 0187		SQ	Water Based, TPA Bonding Adhesive (Tremco)	$22,940.47
27	07 51 13	00 0194		SF	>10,000 SF 20 Year Roofing System Warranty	$3,962.77
28	07 54 23	00 0004		SQ	60 Mil, Single Ply TPO Roofing Membrane, Fully AdheredIncludes adhesive.	$55,312.32
29	07 54 23	00 0004	0144		For Low VOC Adhesive, Add	$9,649.34
30	07 54 23	00 0011		SQ	Acrylic, Thermoplastic Polyolefin (TPO) Roofing Primer, Price Per Coat	$20,539.03
31	07 54 23	00 0011	0137		For >200, Deduct	-$2,349.92
32	07 59 00	00 0002		LF	Membrane Roofing Termination BarIncludes fasteners and caulking.	$472.42

#		Quantity		Unit Price		Factor		Total	Note
23	Installation	17,815.00	x	0.44	x	1.1122	=	8,718.09	Demo existing Insulation system.
24	Installation	29.00	x	150.06	x	1.1122	=	4,840.01	Sealing tape around penetrations and new curb. 800LF for perimeter transition to temporary waterproofing until new flashing can be installed. + 1 strip inside curb +1 strip outside curb + transitions at existing mechanical equipment not being removed approx 500LF = 2900LF
25	Installation	178.00	x	37.20	x	1.1122	=	7,364.54	plates for cover board and membrane.
26	Installation	178.15	x	115.78	x	1.1122	=	22,940.47	Adhesive between layers where mechanically fastening deck/iso - iso/iso/ iso/cover board. 340x3.
27	Installation	17,815.00	x	0.20	x	1.1122	=	3,962.77	System 20 Year Warranty
28	Installation	178.15	x	279.16	x	1.1122	=	55,312.32	TPO Membrane Replacement.
29	Installation	178.15	x	48.70	x	1.1122	=	9,649.34	
30	Installation	356.30	x	51.83	x	1.1122	=	20,539.03	Primer for adhesive at iso layers .
31	Installation	356.30	x	-5.93	x	1.1122	=	-2,349.92	
32	Installation	148.00	x	2.87	x	1.1122	=	472.42	Term Bars at perimeter against curb, perimeter of equipment curbs, note this item is separate from flashing connections.

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094037.00
Work Order Title: COH - Replace Hapeville Police Department Building Roof

Proposal Name: COH - Replace Police Department Building Roof
Proposal Value: $434,947.14

Sect.	Item	Modifer	UOM	Description	Line Total
Labor **Equip.**	**Material**	**(Excluded if marked with an X)**			

07 - Thermal & Moisture Protection

#	Sect.	Item	Modifer	UOM	Description	Line Total
33	07 62 13	00 0027		SF	0.050" Thick, Mill Finish, Aluminum Flashing And Trim	$13,690.50
					Installation: Quantity 1,082.62 x Unit Price 11.37 x Factor 1.1122 = Total 13,690.50	
					Base flashing and new wood wrap. 814LF x 16" = 1082.62	
34	07 71 26	00 0004		LF	28 Gauge, Up To 12" Wide, Galvanized Steel Counter Flashing With Reglet	$9,343.01
					Installation: Quantity 814.00 x Unit Price 10.32 x Factor 1.1122 = Total 9,343.01	
					Counterflashing at perimeter curbs and equipment.	
35	07 92 13	00 0014		CLF	3/4" x 3/4" Joint, Silicone Sealant And Caulking	$6,706.17
					Installation: Quantity 12.00 x Unit Price 502.47 x Factor 1.1122 = Total 6,706.17	
					Silicone seal all joints at completion. flashing , 2 sides coping , underside equipment above term bar (term bar sealant included in other line item), underside drip edge, perimeter of penetrations Approx 1200LF.	
36	07 92 13	00 0014	0118		For >3.5 CLF, Deduct	-$555.48
					Installation: Quantity 12.00 x Unit Price -41.62 x Factor 1.1122 = Total -555.48	

Subtotal for 07 - Thermal & Moisture Protection **$388,789.68**

14 - Conveying Systems

#	Sect.	Item	Modifer	UOM	Description	Line Total
37	14 91 82	00 0005		LF	36" Diameter Galvanized Trash Chute, 18 Gauge, Duct With Supports	$2,183.47
					Installation: Quantity 40.00 x Unit Price 49.08 x Factor 1.1122 = Total 2,183.47	
					Trash Chute for getting debris to ground.	

Subtotal for 14 - Conveying Systems **$2,183.47**

Proposal Total **$434,947.14**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Client - City of Hapeville

Detailed Scope of Work

Print Date: March 22, 2022

Work Order Number: 094037.00

Work Order Title: COH - Replace Hapeville Police Department Building Roof

Contractor: GA-ST03-040820-LRI - JOC Construction, LLC.

Brief Scope: Replace Police Department Building Roof

To: Josh Seigla
JOC Construction, LLC.
1954 Airport Road
Chamblee, GA 30341
770-833-6327

From: Lee Sudduth
City of Hapeville
404-669-2124

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

See proposal and scope of work for Project #094037 - COH - Replace Hapeville Police Department Building Roof

Owner Date

Contractor **Date**

March 22, 2022

City of Hapeville

Project #094037 – COH – Replace Police Department Building Roof

Summary of Scope

This Scope of Work includes the replacement of the police department roof based on general specifications provided by client and observations made by contractor.

Detailed Scope of Work

We have included the following items in our proposal:

1. Police Department Roof
   1.1. At the time of the proposal, no interior investigation had been completed by contractor. Contractor is proposing an investigation to include a thorough deck scan, and analysis report to present to client to document existing condition of decking and identify potential hazards associated with the replacement of roof from the perspective of the interior occupants. Currently no decking replacement has been included in the proposal.
   1.2. Remove existing roofing materials down to deck.
   1.3. Furnish and install new 60 mil TPO membrane roof system and flashing.
   1.4. Wood nailer replacement has been included.
   1.5. Flash and terminate around all existing hvac and penetrations. No removal of hvac has been included in the proposal.
   1.6. Flash all penetrations, corners, tjoints, welded seams, and adjust drainage system per manufacturers recommendation for 20 year warranty.
   1.7. Include 20 year warranty.

Details that apply to all work

1. This proposal is based on normally expected conditions as observed upon site visit.
2. Contractor shall utilize the latest issue of the SOURCEWELL Specifications for all work.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site.
5. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
6. All salvageable materials remain the property of the Owner.
7. Contractor shall coordinate inspections as required / if required.

8. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
9. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of his trade's debris. There shall not at any time be any material or debris left on site that could endanger the public.
10. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

Submittals

Proposed Roof System

Schedule

1. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **[120] Days** from the time JOC Construction receives purchase order from client, however, should there be any circumstances that impede progress that are out of the control of JOC Construction Inc. a time extension equal to documented days lost will be issued.

Owners Responsibilities

1. Provide access to job site and prompt response to RFI and submittal information submitted by contractor.

Closeout

1. Contractor must remove all excess materials, debris, tools and equipment form the site.
2. Owner shall be provided 1 Electronic Copy of the Operations and Maintenance manual for the project with retainage billing.
3. Owner will be provided a 1 year warranty from Contractor on furnished material and workmanship.

Clarifications

1. At the time of the issuance of a purchase order, it is understood that permits are **NOT** required. If the contractor will be responsible for obtaining applicable permits for the above mentioned work, then Owner will be responsible for reimbursement of any fees that may be charged to contractor associated with permitting as well as any and all fees and expenses (i.e. permit fees, professional design and engineering fees as outlined in the Construction Task Catalog) incurred as described in the EZIQC master document.

March 22, 2022

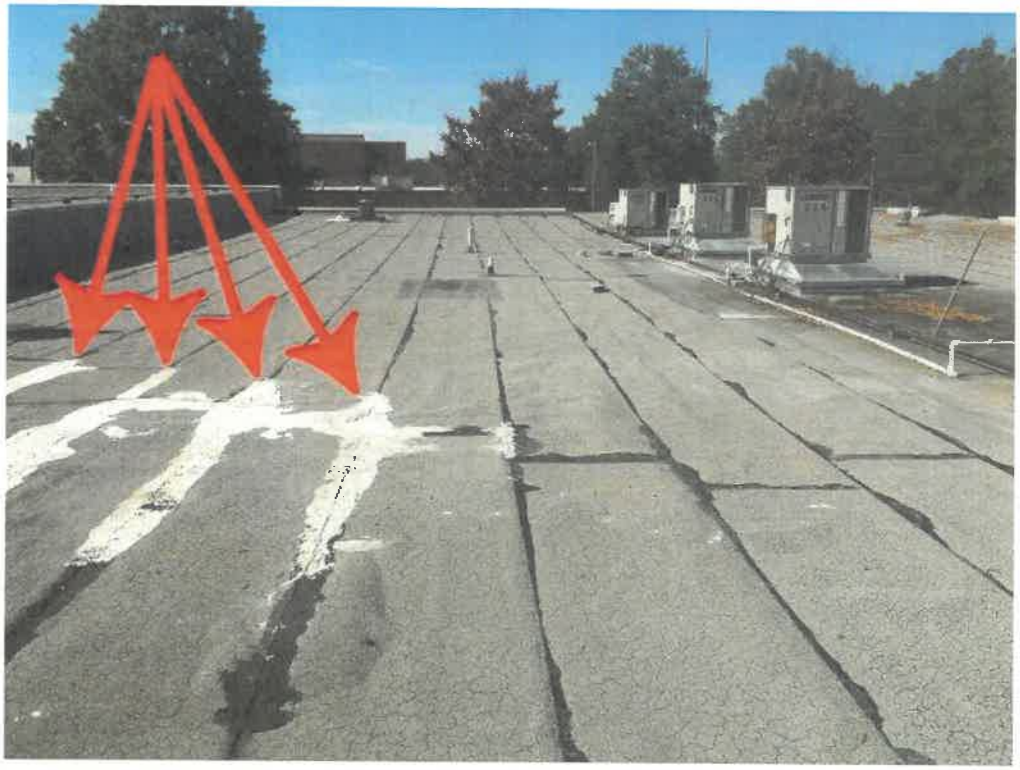
2. Prevailing wages have **NOT** been included in this proposal.
3. This proposal is based on Normal Working Hours as defined by Monday through Friday, 7AM to 5PM EST.
4. Hazardous Material Removal or handling has not been included in this proposal.
5. Any reference to match existing shall describe closest match available. Due to aging of materials, discontinued items, and minor batch color discrepancies from manufacturers, it is not always possible to find an exact match for existing materials.
6. All concrete shall be standard 3000psi.
7. All UG conduit shall be Schedule 80 PVC.
8. All above ground conduit shall be EMT.
9. Proposal based on 2500 psi existing soil compaction.
10. Proposal based on existing water supply having adequate pressure to service needs of this project. No additional devices have been included to accommodate pressure issues.

A large cavity in the PUF exposing the foam allowing water to penetrate the system.

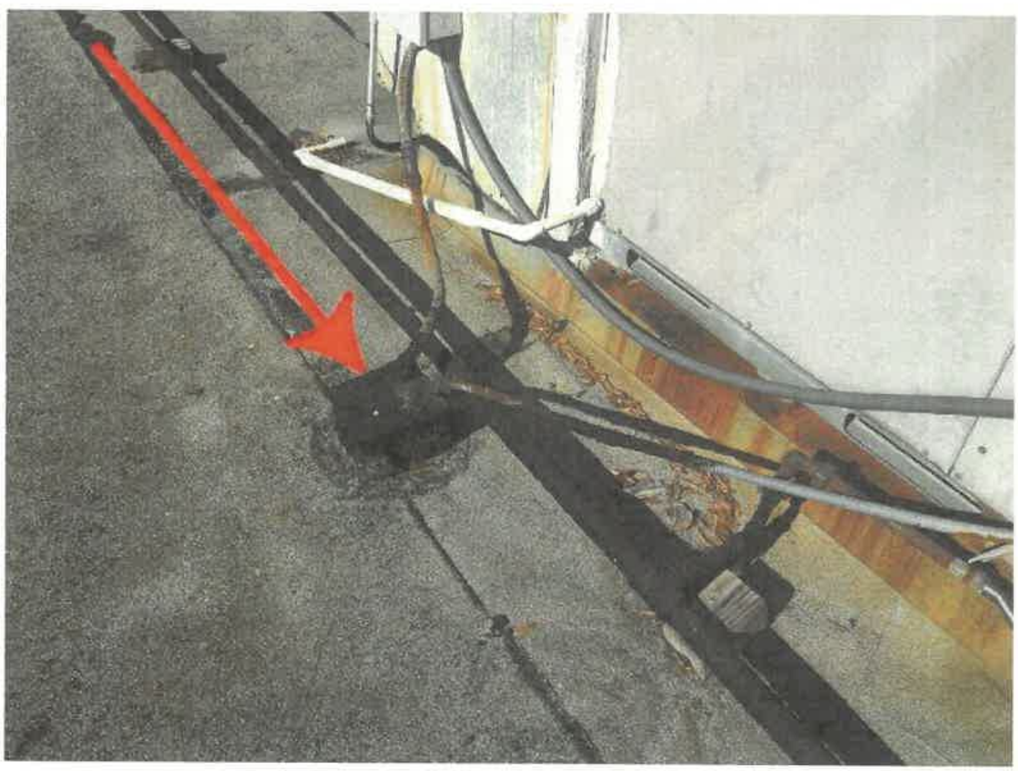
All areas that are not white, are areas that have failed and are no longer protecting the foam.

Close up of white coating peeling up.

Red arrows show areas of exposed foam. This area will continue to breakdown due to PUF's weakness to UV light.



White areas are from old repair using a type of elastomeric product. Normally for this repair, it is recommended to 3-course the seams using a mastic, mesh, then another layer of mastic.



Red arrow shows a pitch pan. A pitch pan is an area which allows utility lines to come up from the building thru the roof to service any rooftop HVAC units. Without it, these same lines would have to be run across the roof.

Additional blisters.

The red arrow shows a large blister directly on a seam. This blister will likely grow over time and continue to pull at the seam until is separates. At that time, it will allow a significant amount of water into the building.

RESOLUTION ESTABLISHING A POLICY BETWEEN MUNICIPALITIES AND FULTON COUNTY FOR FUNDING ELECTIONS, AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Registration and Elections ("Board") is the entity empowered to supervise and conduct elections in Fulton County pursuant to 1989 Ga. Laws p. 4577; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) empowers a municipality to, by ordinance, authorize a county to conduct such elections; and

WHEREAS, Fulton County is responsible for conducting multiple elections annually; and

WHEREAS, an election cost sharing arrangement between Fulton County and its municipalities has been utilized for conducting elections since the passage of Resolution 17-0628 during at the August 2, 2017 meeting of the Board of Commissioners of Fulton County; and

WHEREAS, the costs associated with conducting general, special and runoff elections are increasing and demand greater commitment and provision of resources; and

WHEREAS, the Board of Commissioners of Fulton County recognizes the need to fairly apportion the costs of conducting elections to all citizens and voters of Fulton County; and

WHEREAS, the Board of Commissioners of Fulton County desires to assist the citizens and voters of its municipalities and school districts in assisting in funding all future municipal and school district elections.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Board of Commissioners of Fulton County that in even numbered years when Fulton County is holding a regularly scheduled Primary, Primary runoff, General Election or General Election runoff, the County will pay the costs of conducting municipal and school district elections, and hereby waives the fees previously charged to municipalities and school districts for administration of elections and for the reimbursement of overhead costs.

BE IT FURTHER RESOLVED, that in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay for $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

BE IT FURTHER RESOLVED, that in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

BE IT FURTHER RESOLVED, this policy shall be in place for all Fulton County municipalities and school districts beginning with elections in 2019 and shall be used as the basis for any agreement with a municipality for the County to conduct their elections.

BE IT FURTHER RESOLVED, that this policy will be revisited in the year 2020 because of the State of Georgia's implementation of a new voting system and anticipated rising costs of elections.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this 7th day of August, 2019.

SPONSORED BY:

Liz Hausmann,
Commissioner, District 1

Bob Ellis
Commissioner, District 2

ATTEST:

Jesse A. Harris
Clerk to the Commission

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney

P:\CALegislation\BOC\Resolutions\2019 Resolutions\Hausmann\8.7.19 Elections Funding. Hausmann.docx

ITEM # 19-0630 RM 8/7/19
REGULAR MEETING

CITY OF HAPEVILLE
STATE OF GEORGIA

RESOLUTION NO. 2021-07

A RESOLUTION CALLING FOR THE IMPOSITION OF A ONE-PERCENT MUNICIPAL OPTION SALES TAX WITHIN THE CITY OF HAPEVILLE FOR THE PURPOSE OF FUNDING WATER AND SEWER PROJECTS AND COSTS BY FULTON COUNTY; TO AUTHORIZE THE MAYOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY ATTORNEY TO PREPARE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

WHEREAS, the City of Hapeville ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, House Bill 160 authorizes the City of Hapeville to impose a Municipal Option Sales Tax ("MOST") for the purpose of funding water and sewer projects and costs; and,

WHEREAS, the Mayor and Council of the City of Hapeville, in the exercise of their 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, have determined that imposing a one-percent Municipal Option Sales Tax would benefit the citizens of the City.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, AS FOLLOWS:

1. **Incorporation of Pre-Amble**. The pre-amble is incorporated herein as fully set forth above.

2. **Call for a Referendum.** The Hapeville City Council hereby calls for the imposition by Fulton County of the Municipal Option Sales Tax for the purpose of funding water and sewer projects and costs within the City of Hapeville for a period of four (4) years at the rate of one-percent (1%) pursuant to O.C.G.A. § 48-8-201.

3. **Authorization for Mayor.** That the Hapeville City Council hereby authorizes the Mayor to execute any and all documents necessary in order to impose the MOST. A copy of said documents shall be filed with the City Clerk.

4. **Attestation.** That the Hapeville City Council hereby authorizes the City Clerk or Assistant City Clerk to attest the signature of the Mayor appearing on the documents, to affix the

Municipal Option Sales Tax (MOST)

House Bill 160 expands the availability of the Municipal Option Sales Tax ("MOST") to the City of Hapeville. The purpose of this tax must be for a water capital outlay project, a sewer capital outlay project, a water and sewer capital outlay project, water and sewer projects and costs, or any combination thereof. To impose MOST, the City must take the following steps:

1. Mayor and Council for the City of Hapeville must adopt a Resolution calling for the imposition of MOST by the County.
2. The City must deliver the Resolution to the governing authority of the County.
3. Within ten (10) days following the date of delivery of the Resolution, the City and County may enter into an intergovernmental contract which shall specify the allocation of the proceeds of the tax between such County and City according to the ratio the population of such municipality bears to the population of such county according to the United States the Census so that such City's share of the total net proceeds shall be the percentage of the total population of the City divided by the total population of the County. The intergovernmental contract shall specify that the proceeds allocated to the municipality shall only be expended for water and sewer projects and costs.
4. Immediately following the entering of the IGA, the County shall notify the county election superintendent by forwarding to the superintendent a copy of the resolution of the governing authority of such municipality calling for the imposition of the tax in such county.
5. Following receipt of the resolution, the election superintendent shall issue the appropriate call for an election for the purpose of submitting the question of the imposition of the tax to the voters of such county.
6. If the County takes no action, it shall provide notice via resolution to the City, not later than ten days following the date of delivery of the City's resolution to the County.
    a. After the City receives timely notice of no action from the County, the City may, subject to the requirement of referendum approval, immediately commence proceedings to seek to impose within the City a special sales and use tax for a limited period of time for the purpose of funding water and sewer projects and costs.
7. Any tax imposed under this article shall be at the rate of 1 percent.

O.C.G.A. §48-8-201

official seal of the City thereto as necessary to effectuate this Resolution, and to place this Resolution and an executed copy of all documents among the minutes or official records of the City for future reference.

5. **Authorization for Attorney.** That the Hapeville City Council hereby authorizes the City Attorney to approve this Resolution as to its form and review any and all documents necessary to effectuate the MOST for the City of Hapeville and to ensure all documents conform to state law.

6. **Severability.** 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.

7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

8. **Effective Date.** This Resolution shall take effect immediately.

RESOLVED this 18 day of May, 2021.

CITY OF HAPEVILLE, GEORGIA

ALAN HALLMAN, MAYOR

ATTEST:

Crystal Epps Griggs

CRYSTAL EPPS-GRIGGS, CITY CLERK
(seal)

APPROVED BY:

for

PRIYA M. PATEL, CITY ATTORNEY
Lajuana C. Ransaw, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF HAPEVILLE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of ______________, 2022, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Hapeville, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2022, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held May 24, 2022:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the May 24, 2022 City Special election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the

County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the May 24, 2022 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City: City Clerk

____

____

With a copy to: City Attorney

____

____

ARTICLE 12 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

____
Chair, Board of Commissioners

Attest: ________________________________
Clerk to Commission

Date: ____________________

ATTEST:

____

APPROVED AS TO FORM:

____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

____
Richard Barron
Director, Fulton County Department of Registration and Elections

CITY OF HAPEVILLE, GEORGIA

______________________________ **(SEAL)** ____________________________________

Mayor City Clerk (SEAL)

Date: _________________________

APPROVED AS TO FORM: **APPROVED AS TO SUBSTANCE:**

________________________________ ___________________________________

City Attorney City Clerk

EXHIBIT A

As per the Agreement executed on ___________________, the City of Hapeville, hereby requests that Fulton County conduct its Special Election on May 24, 2022 within the boundary of Fulton County.

The last day to register to vote in this election is April 25, 2022.

The list of early voting locations will be forthcoming.
.

This ____________ day of ___________, 2022.

___________________________________ (SEAL)
City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Hapeville Special Election on May 24, 2022, within the boundary of Fulton County.

This ____________ day of ___________, 2022.

___________________________________ (SEAL)
Elections Superintendent
Fulton County Board of Registration and Elections

Sent: Wednesday, March 30, 2022 12:19 PM
To: Tim Young <TYoung@hapeville.org>; Adrienne Senter <asenter@hapeville.org>
Cc: Sharee Steed <ssteed@hapeville.org>; Tod Nichols <tnichols@hapeville.org>
Subject: RE: Discussion Item - Christ Church Pews (draft)

Every time we remove pews out and then try to put them back in we have to make new holes in floor to screw them back in. It's tearing up the floors. Either the pews need to stay in permanently or be removed permanently. Moving them in and out is damaging the floor.

Thanks, Lee

From: Tod Nichols <tnichols@hapeville.org>
Sent: Thursday, March 31, 2022 11:18 AM
To: Tim Young <TYoung@hapeville.org>
Subject: RE: Discussion Item - Christ Church Pews (draft)

We also get requests from wedding parties if they can be rearranged. Since they're screwed into the floor we can't.