Mayor and Council Session

700 Doug Davis Drive Hapeville, GA 30354

April 2, 2019 6:00PM

Agenda

- 1. Call To Order
- 2. Roll Call

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

- 3. Welcome
- 4. Pledge Of Allegiance
- 5. Invocation
- 6. Public Hearing
 - 6.I. Consideration And Action To Provide A Special Exception At 917 Virginia Avenue Background:

Rajesh Patel, applicant and developer, has submitted a revised plan for the 22,000 sf mixed- use commercial/retail building at 917 Virginia Avenue, Parcel Identification Number 14 012700040377. The building will be two stories with 13,000 sf of retail on the first floor and 9,000 sf of office space on the second floor. The site plan calls for a side drive-through window to accommodate a national food chain as part of the overall project. The property is accessed from Virginia Ave, Rainey Avenue, and Elkins Street with curb cuts only on Rainey Avenue and Elkins Avenue.

Though staff worked with Mr. Patel and his design team to re-orient the drive-through window to the rear and allow for stacking within the site and not onto Rainey, the national tenant has indicated that the queuing is not sufficient and has requested an alternate drive-through location (side).

The Planning Commission considered this request on December 11, 2018 and recommended the Mayor and Council grant the special use permit. Staff supported their recommendation.

Staff Comments: Applicant's Comments: Public Comments:

Documents:

MINUTES - 12-11-2018.PDF

7. Questions On Agenda Items

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

- 8. Consent Agenda
 - 8.I. Approval Of Minutes
 - March 5, 2019
 - March 19, 2019
 - 8.II. Approval Of Executive Session Minutes
 - March 5, 2019
 - March 19, 2019
- 8.III. Consideration And Action To Approve Two Memorandums Of Understanding Between The City Of Hapeville And The Metropolitan North Georgia Water Planning District For Participation In The District Wide Toilet Rebate Program For Multi-Family And Single Family Housing.

Background:

These MOU's will allow the Metro N. Georgia Water Planning District to provide administrative services to process toilet rebate applications for Multi-Family and Single Family housing in Hapeville. This will also allow Hapeville to be part of the District Wide Program that promotes water conservation.

Documents:

TOILET REBATE 1.PDF TOILET REBATE.PDF

8.IV. Consideration And Action Authorizing The Mayor To Sign Letters Of Hapeville Support And Commitment For Aerotropolis Atlanta Alliance Land Use Zoning Study

Background:

The Aerotropolis Atlanta Alliance, Inc will be submitting a request for funding to complete the regional land use and zoning study under an LCI Grant application and is requesting letters of support and commitment to advance the funding request. The Aerotropolis Atlanta Alliance will lead an effort to proactively review and analyze existing land uses and zoning.

The ARC has allowed AeroATL to collect the executed Letters of Support and Commitment on or before Friday, April 12th at 5pm. Aerotropolis Atlanta Alliance is seeking a small funding commitment of \$3,000 to be included in the FY 2020 budget under Economic Development or City Manager's authority.

Documents:

AEROTROPOLIS ATLANTA ALLIANCE - LCI STUDY SUPPORT REQUEST.PDF AAA INC SUPPORT LETTER.PDF LETTER OF SUPPORT AEROATL REGIONAL LAND USE AND ZONING STUDY.PDF AEROATL REGIONAL LAND USE AND ZONING STUDY- LCI GRANT MARCH 2019.PDF

8.V. Consideration And Action On Novatech Copier Service Agreement Background:

Council voted on February 5th to allow staff to negotiate with Novatech for copier services. During the negotiation period, Novatech provided a 22 day test copier to demonstrate speed, print quality and other advanced features. Staff is very pleased with the service and therefore recommends approving a 48 month agreement with Novatech, pending legal review.

The service agreement will be uploaded on the City's website on Monday.

- 9. Old Business
- 10. New Business
 - 10.1. Consideration And Action To Enter Into An Agreement With Georgia Department Of Early Care And Learning For The Bright From The Start Summer Foods Program. <u>Background:</u>

The summer food service program (SFSP) grant has been utilized by the Hapeville Recreation Center for the past 7 years. The SFSP grant allows the City to serve food at no charge to children that attend summer camp, as well as children from around the Hapeville area. The Recreation Center serves breakfast and lunch Monday through Friday for all children under the age of 18, as well as adults with disabilities 19 and older. They serve breakfast from 8AM to 9AM and lunch from 12PM to 1PM and each meal consists of major food components like fruits and vegetables and milk.

This is a great program for kids and adults to utilize in Hapeville and the center is looking to have this approved so they may once again use the SFSP grant during the summer months. This will be a non-matching grant. In prior years this grant has been approximately \$16,000.

Recreation staff nominates Ashley Moody as the Delegated Principal for the summer of 2019.

Documents:

SFSP MAYOR DELEGATION FORM.PDF

10.II. Consideration And Action On Resolution To Establish A Hapeville Pedestrian Arts Trail Background: 2.5

Since 2010, the City of Hapeville and Hapeville Historic Main Street Board have worked to install several works of public art throughout the downtown district, including murals, sculptures, and permanent installations. A pedestrian "Art Trail" has been proposed to encourage visitors to discover the City's Arts Alleyway, container galleries, various public artworks, and Historic Christ Church and Depot Museum.

Attached is a resolution establishing the Hapeville Pedestrian Arts Trail. The TPD Committee is currently working on the map for the proposed trail and will have it ready

to distribute during Tuesday's meeting.

Documents:

A RESOLUTION ESTABLISHING A HAPEVILLE PEDESTRIAN ART TRAIL.PDF

10.III. Consideration And Action To Provide A Prorated Refund In The Amount Of \$4717.55 For The 2019 Alcohol License Fee For Solis Hotel

Background:

In January 2019, the Solis Hotel changed ownership. Prior to changing ownership, the hotel paid their 2019 Alcohol Beverage License fees. The total amount collected for Solis Hotel was \$5000. The hotel is due a refund in the amount of \$4717.55 as their last date of operation under the Solis name was January 21, 2019. Ordinance No. 2017-04, Section 5-1-2 states that an alcohol license fee may be refunded on a prorata basis by vote of the Mayor and Council, upon an applicant's showing of good cause.

Documents:

SOLIS HOTEL PAYMENT.PDF

10.IV. Consideration And Action To Provide A Prorated Refund In The Amount Of \$4717.55 For The 2019 Alcohol License Fee For Solis Hotel - Roof Top

Background

In January 2019, the Solis Hotel changed ownership. Prior to changing ownership, the hotel paid their 2019 Alcohol Beverage License fees. The total amount collected for Solis Hotel - Roof Top was \$5000. The hotel is due a refund in the amount of \$4717.55 as their last date of operation under the Solis name was January 21, 2019. Ordinance No. 2017-04, Section 5-1-2 states that an alcohol license fee may be refunded on a pro-rata basis by vote of the Mayor and Council, upon an applicant's showing of good cause.

Documents:

SOLIS ROOF TOP PAYMENT.PDF

10.V. Consideration And Action To Provide A Prorated Refund In The Amount Of \$4717.55 For The 2019 Alcohol License Fee For Solis Hotel In Room Service

Background:

In January 2019, the Solis Hotel changed ownership. Prior to changing ownership, the hotel paid their 2019 Alcohol Beverage License fees. The total amount collected for Solis Hotel - In Room Service was \$5000. The hotel is due a refund in the amount of \$4717.55 as their last date of operation under the Solis name was January 21, 2019. Ordinance No. 2017-04, Section 5-1-2 states that an alcohol license fee may be refunded on a pro-rata basis by vote of the Mayor and Council, upon an applicant's showing of good cause.

Documents:

 Consideration And Action - No Parking Southbound On North Fulton Between King Arnold And North Central

Background:

Hapeville Public Safety team is recommending extending no parking along the southbound lane of North Fulton between North Central and King Arnold. Images presented to Council are regular occurrences during the week. When vehicles line both sides of the street there is a public safety hazard if Fire Station 1 has to respond to a call. Altering the route can delay response times. Staff recommends council approve the recommendation.

Documents:

N FULTON - PD CHIEF RECOMMENDATION.PDF

N FULTON - IMAGE 1.JPG N FULTON - IMAGE 2.JPG N FULTON - IMAGE 3.JPEG

10.VII. Discussion On Resident And Non-Resident Park Rental Fees

Background:

As we enter Spring and approach Summer the City is receiving more requests for park usage. For years, rates for non-resident usage has remained the same as Hapeville residents. Council has requested staff review park usage pricing in relation to some of our neighboring municipalities. We found that our neighbors regularly price higher for non-residents. Included in the attachment and for Council discussion is a recommendation for pricing adjustment.

Documents:

PARK RENTAL RATES COMPARISON - RECOMMENDATION.PDF

10.VIII. Discussion On Destination Marketing Organization (DMO) Contract <u>Background:</u>

We are beginning our review of the DMO - ATL Airport District 2019 contract. The current agreement goes through 6/30/2019. Legal has reviewed the contract with particular attention to the O.C.G.A. section, City's ordinance code and the tax rate (8% v 7%). The proposed agreement reflects a continuance of the services ATL Airport District currently provides. Attached is the contract for discussion.

Documents:

ATL AIRPORT DISTRICT (02189654XA0B3B).PDF

- 11. City Manager Report
- 12. Public Comments

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

Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

13. Mayor And Council Comments

14. Executive Session

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

15. Adjourn

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

18-PC-12-41

CITY OF HAPEVILLE ECONOMIC DEVELOPMENT DEPARTMENT PLANNING COMMISSION APPLICATION

Name of Applicant Rajesh A P	atel
Mailing Address: 3434 Browns	Mill Road
Telephone (404)564-1701 M	lobile #Email_raj@apsilonhotels.com
Property Owner (s) Venus Virgin	nia Ave LLC
Mailing Address 3434 Browns I	Mill Road
	Mobile #
Address/Location of Property: $\frac{92}{92}$	5 Virginia Ave. Hapeville, GA 30354
	BE PROVIDED): 14-0127-0004-037-7 &14-0127-0004-018-7
Present Zoning Classification: Mix	xed Use Size of Tract: 1.22acre(s)
Present Land Use: Vacant	
Please check the following as it applies to this	application
Site Plan Review Conditional Use Permit Temporary Use Permit	Other (Please State) Special Exception
swear or affirm that the information provid understand that any inaccuracies may be co- action taken on this application. I understand any and all ordinances. I further understan Hapeville's Ordinances in full. I hereby acknown adhered too. I can read and write the English to me and I have full and voluntarily completed statements or writings to the City of Hapeville, or for a violation thereof.	peville, Georgia for the above referenced property. I do hereby led here and above is true, complete and accurate, and I considered just cause for invalidation of this application and any of that the City of Hapeville, Georgia, reserves the right to enforce and that it is my/our responsibility to conform with all of City of the conform with all of City of the conform with all period to the City of Hapeville shall be not language and/or this document has been read and explained the ed this application. I understand that it is a felony to make false Georgia pursuant to OCCA 16:10-20 and I may be prosecuted. Applicant's signature. Date: 1119 2018
Sworn to and subscribed before me This 19 day of November, 201 Notary Public	BUILT M. 1847

CITY OF HAPEVILLE ECONOMIC DEVELOPMENT DEPARTMENT PLANNING COMMISSION APPLICATION

WRITTEN SUMMARY

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly.)
We would like to modified perviously approved drive thru for this site. See attached layout of updated drive thru.
•

CITY OF HAPEVILLE ECONOMIC DEVELOPMENT DEPARTMENT PLANNING COMMISSION APPLICATION

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:	
925 Virginia Ave. Hapeville, GA 30354	
917	
City of Hapeville, County of Fulton, State of Georgia	
WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT I BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLA COMMISSION REVIEW.	
Name of Applicant Rajesh A Patel	
Address of Applicant 3434 Browns Mill Road Atlanta, GA 30354	
Telephone of Applicant	
100	
Signature of (Owner
Rapsh A. Pate	P
Print Name of C	Dwner
Personally Appeared Before Me this 19 day of November, 2018. Motary Public	
AND	
"INCOUNTY WITH	5

Site Plan Checklist - Please include with your application.

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

(Please <u>initial</u> each item on the list above certifying the all required information has been included on the site plan)

- A brief project report shall be provided to include an explanation of the character of the proposed development, verification of the applicant's ownership and/or contractual interest in the subject site, and the anticipated development schedule. Please complete and submit all forms contained within the application for site plan review.
- Site plans shall be submitted indicating project name, applicant's name, adjoining streets, scale, north arrow and date drawn.
- The locations, size (sf) and height (ft) of all existing and proposed structures on the site. Height should be assessed from the base of the foundation at grade to the peak of the tallest roofline.
- PP Site plans shall include the footprint/outline of existing structures on adjoining properties. For detached single-family residential infill development, the front yard setback shall be assessed based on the average setback of existing structures on adjoining lots. Where practical, new construction shall not deviate more than ten (10) feet from the average front yard setback of the primary residential structure on an adjoining lot. Exemption from this requirement due to unnecessary hardship or great practical difficulty can be approved at the discretion of the Planning Commission. To be considered for an exemption, the applicant must submit a "Request for Relief" in writing with their site plan application, including the conditions that necessitate relief (i.e. floodplain, wetland encroachment, excessive slope, unusual lot configuration, legally nonconforming lot size, unconventional sitting of adjoining structures, etc).

The location and general design cross-section characteristics of all driveways, curb cuts and sidewalks including connections to building entrances. A walkway from the primary entrance directly to the public sidewalk is required for all single-family residential development. The locations, area and number of proposed parking spaces. Please refer to Article 22.1 Chart of Dimensional Requirements to determine the correct number of parking spaces for your particular type of development. RP Existing and proposed grades at an interval of five (5) feet or less. The location and general type of all existing trees over six (6) inch caliper and, in addition, an identification of those to be

retained. Requirements for the tree protection plan are available in Code Section 93-2-14(f). Please refer to Sec. 93-2-14(y) to determine the required tree density for your lot(s). A Landscape Plan: The location and approximate size of all proposed plant material to be used in landscaping, by type

such as hardwood deciduous trees, evergreen trees, flowering trees and shrub masses, and types of ground cover Planting in parking areas should be (grass, ivies, etc.). included, as required in Section 93-23-18.

The proposed general use and development of the site, including all recreational and open space areas, plazas and major landscape areas by function, and the general location and description of all proposed, outdoor furniture (seating, lighting, telephones, etc.). Detached single-family residential development may be exempt from this requirement.

The location of all retaining walls, fences (including privacy fences around patios, etc.) and earth berms. Detached single-family residential development may be exempt from this requirement.

The identification and location of all refuse collection facilities, including screening to be provided. Detached single-family residential development may be exempt from this requirement.

Be	Provisions for both on-site and offsite storm-water drainage and detention related to the proposed development.
\$P	Location and size of all signs. Detached single-family residential development may be exempt from this

requirement.

Typical elevations of proposed building provided at a reasonable scale (1/8" = 1'0") and include the identification of proposed exterior building materials. Exterior elevations

proposed exterior building materials. Exterior elevatio should show <u>all</u> sides of a proposed building.

Site area (square feet and acres).

Allocation of site area by building coverage, parking, loading and driveways, and open space areas, including total open space, recreation areas, landscaped areas and others. Total dwelling units and floor area distributed generally by dwelling unit type (one-bedroom, two-bedroom, etc.) where applicable.

Floor area in nonresidential use by category. Detached single-family residential development may be exempt from this requirement.

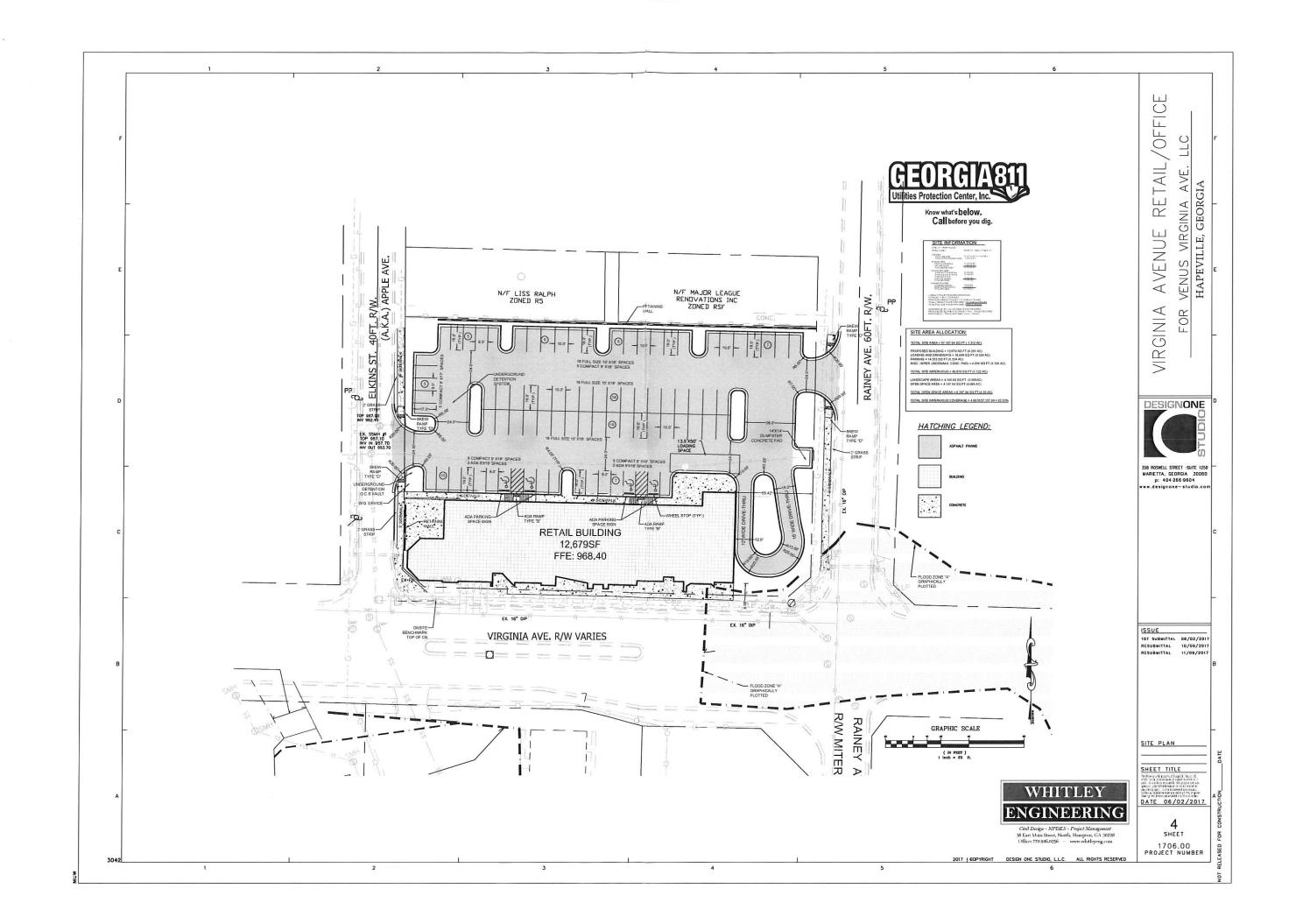
Total floor area ratio and/or residential density distribution.

Number of parking spaces and area of paved surface for parking and circulation

At the discretion of the planning commission, analyses by qualified technical personnel or consultants may be required as to the market and financial feasibility, traffic impact, environmental impact, storm water and erosion control, etc. of the proposed development.

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

R



LEGENDS OF SYMBOLS P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
GM GAS MARKER/AGS METER
OOTP OPEN TOP PIPE
OIPP IRON PIN FOUND
OIPS IRON PIN SET 17278 REBAR W/ CAP
GRENNING TOP STATE OF THE SET 17278 REBAR W/ CAP
OIPP IRON PIN FOUND
OIPS IRON PIN SET 17278 REBAR W/ CAP
OIPP IN SET 17278 REBAR W/ CAP
OIP IN SET 17278 REBAR W/ CAP
OIPP THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF LOT #23, & #29 ONE FOOT IN 21,276 FEET, AND AN ANGULAR COFIELD INVESTMENTS COMPANY ERROR OF 5" PER ANGLE POINT, AND WAS PB. 4, PG. 14 ADJUSTED USING COMPASS RULE. IPF 1"OTP THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 81,768 FEET. EQUIPMENT USED GTS 220 PB. 4, PG. 14 60FT. R/W. LOT #24 PB. 4, PG. 14 LOT #30 288*38'59*E S 88*38'59" E S 88*38'59" E FENCE 0.16 ACRES #3474 32UOH .T2IX3 #3477 0.16 ACRES N 88*38'59" W 143.44' ASPHALT PB. 4, PC. 14 10.0' ALLEY VAY BEDCK VALL FENCE BLOCK WALL FENCE 24.7 296.69°E (S) REF. NORTH D.B. 40821, PG. 2 N01*06'54*E S01*06'54*V WALL H.CURB N00*00'57*E #3883 #3883 N/F HAPEVILLE DEVELOPMENT AUTHORITY D.B. 40821, PG. 2 R/W. 0.90 ocres H HEIGHT
UE UNDERGROUND ELECTRIC
AC AIRCONDITION UNITS CO SMH CO NBB*30'00'W EXIT. R/W JB / SDW OPP SMH S SMH VIRGINIA AVE. R/W VARIES S SMH S -FLOOD ZONE "A" (5) OUTSIDE GRAPHICALLY PLOTTED **ASPHALT** SDW LP _\$-\$-LP OUTSIDE & OUTSIDE CONC. WALL SDW RAINEY #940 EXIT. R/W MITER GENERAL NOTES TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
 LAST DATE OF FIELD SURVEY 0B/26/16
 ALL LINEAR DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL. . INFORMATION REGARDING THE PRESENCE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THE INFORMATION IS THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES. AVAILABLE SITE PLANS, AND PAINT PLACED BY UNDERGROUND SERVICES. OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. "NO CERTIFICATION IS MADE AS TO THE ACCURACY"
5. ALL BEARINGS AND DISTANCES WERE MEASURED AND USED. REV. DESCRIPTION DATE **FLOOD NOTES** #18 ATLANTA ST. MCDONOUGH, GA 30253 SOUTHSIDE SURVEYING & PLANNING BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY FEMA, IT IS MY OPINION THAT THE PROPERTY SHOWN Phone: (770) 320-8009 No. 2644 LAND SAVEYOR LSF000831 Fax: (770) 320-8098 IS PARTIALLY INSIDE THE 100-YEAR FLOOD HAZARD AREA. BOUNDARY SURVEY FOR: PANEL# 13121C0366F DATED 09/18/2013 VENUS VIRGINIA AVE., LLC. ** PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE 11/30/16 CITY OF HAPEVILLE 14TH Dist Land Lot 127 FULTON County, GA M. MARE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED. Drawn By: AMM Scale: 1"=40' A'NGFI M. MARRERO R.I.S. #2642 Certified Design Professional # 4479 Dwg No: 2-1607100A Date: 08/29/2016



PLANNER'S REPORT

TO: Adrienne Senter FROM: Lynn Patterson

RE: Special Exception Request for 917 Virginia Ave

DATE: December 7, 2018

BACKGROUND

Raj Patel, applicant and developer, has submitted a revised plan for the 22,000 sf mixed- use commercial/retail building. The building will be two stories with 13,000 sf of retail on the first floor and 9,000 sf of office space on the second floor. The site plan calls for a side drive-through window to accommodate a national food chain as part of the overall project. The property is accessed from Virginia Ave, Rainey Avenue, and Elkins Street with curb cuts only on Rainey Avenue and Elkins Avenue. Eighty-two parking spaces are provided. The property is zoned U-V, Urban Village and is subject to the Commercial Mixed Use Area requirements of the Architectural Design Standards.

The proposed project will front Virginia Avenue with a 5' setback adjacent to an existing sidewalk. The purpose of this design is to create infill along Virginia Avenue that is pedestrian friendly and creates a visual cue of desired retail and commercial activity. Parking is located to the rear of the building.

Though staff worked with Mr. Patel and his design team to re-orient the drive-through window to the rear and allow for stacking within the site and not onto Rainey, the national tenant has indicated that the queueing is not sufficient and has requested an alternate drive-through location (side). The City recently adoped a zoning text amendment regarding restaurants and drive-throughs. For the U-V zoning district,

(9) Restaurants or carryout restaurants but not including drive-through/drive-in restaurants with a maximum size of 6,000 square feet. Such restaurants shall be allowed to operate no more than six billiard tables upon the premises. Drive-through or drive-in restaurants may be allowed through special permit. The desired configuration for a drive-through or drive-in restaurant in this district is not a standalone building but rather part of a larger development and the site plan specifically addresses pedestrian orientation and safety.

The proposed re-location of the proposed drive-through is to the side. The drive-through is located 50'+ from both Rainey and Virginia Avenue. No pedestrians would cross the drive-through lanes and would not conflict with pedestrian accessibility nor create an environment not reminiscent of fast food row. The applicant is proposing additional landscaping to screen the queueing lanes and drive-through.

Through the Special Exceptions section of the Code of Ordinances, Mayor & Council can grant location of drive through windows with a recommendation from the Planning Commission.

CODE

Sec. 93-24-10. - Special exceptions.

- (a) Special exceptions and special property use permits shall be decided by the mayor and council.
- (b) The planning commission shall review and make nonbinding recommendations to the mayor and council on special exceptions and special property use permits.
- (c) Special exceptions may be sought for:
 - (3) Location and number of drive-throughs.

When acting upon an application for a special exception, in addition to the requirements listed under the above references, the planning commission and the mayor and council shall give consideration to the following factors where applicable:

- (1) The proposed design and location of the particular development;
- (2) The possible traffic generating characteristics of the proposed development;
- (3) The effects the proposed development will have on the present or intended character of the area in which it proposes to locate;
- (4) The availability of public utilities, facilities and services; and
- (5) The character, and effect of the parking demands of the proposed development.
- (e) After considering the above-listed factors and after reviewing the planning commission recommendation, the mayor and council shall take any actions or establish any reasonable conditions of approval, such as planted buffers, as will accomplish the intent and purpose of this chapter.

RECOMMENDATION

Given the location and character of the proposed development as a project encompassing more than the single restaurant (see definition above) and the previous special exceptions granted by the Mayor & Council, staff recommends the modification of the previously approved special exception to locate the drive-through to the side of the building. This will enable the applicant to secure a national brand and service the community while maintaining the intent of the U-V zoning.



Location Map 917 Virginia Avenue



PLANNER'S REPORT

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The proposed project will front Virginia Avenue with a 5' setback adjacent to an existing sidewalk. The purpose of this design is to create infill along Virginia Avenue that is pedestrian friendly and creates a visual cue of desired retail and commercial activity. Parking is located to the rear of the building.

Though staff worked with Mr. Patel and his design team to re-orient the drive-through window to the rear and allow for stacking within the site and not onto Rainey, the national tenant has indicated that the queueing is not sufficient and has requested an alternate drive-through location (side). The City recently adoped a zoning text amendment regarding restaurants and drive-throughs. For the U-V zoning district,

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CODE

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 - (3) Location and number of drive-throughs.

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- (2) The possible traffic generating characteristics of the proposed development;
- (3) The effects the proposed development will have on the present or intended character of the area in which it proposes to locate;
- (4) The availability of public utilities, facilities and services; and
- (5) The character, and effect of the parking demands of the proposed development.
- (e) After considering the above-listed factors and after reviewing the planning commission recommendation, the mayor and council shall take any actions or establish any reasonable conditions of approval, such as planted buffers, as will accomplish the intent and purpose of this chapter.

RECOMMENDATION

Given the location and character of the proposed development as a project encompassing more than the single restaurant (see definition above) and the previous special exceptions granted by the Mayor & Council, staff recommends the modification of the previously approved special exception to locate the drive-through to the side of the building. This will enable the applicant to secure a national brand and service the community while maintaining the intent of the U-V zoning.



Location Map 917 Virginia Avenue



Planning Commission Meeting 700 Doug Davis Drive Hapeville, Georgia 30354

December 11, 2018 6:00PM MINUTES

1. Welcome and Introduction

Chairman Brian Wismer called the meeting to order at 6:30 p.m. in the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. Members in attendance included Vice Chairman Jeanne Rast, Lucy Dolan and Larry Martin. City Planner Lynn Patterson and Secretary Adrienne Senter were also present.

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

2. Minutes of November 13, 2018

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to approve the minutes of November 13, 2018 as submitted. Motion Carried: 3-0.

3. Old Business – None.

4. New Business

a. 903 Margaret Street

Site Plan Review

Shannon Short requested site plan approval to construct a 2,475-sf two-story, 4-bedroom, 3.5-bathroom, single-family home with a detached garage at 903 Margaret Street, Parcel Identification Number 14 012700020510. The property is zoned R-SF, Residential Single Family and is .12 acres. The site plan meets the setbacks per the approved final plat.

• Public Comment – None.

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to approve the site plan at 903 Margaret Street provided the Design Review Committee review the proposed 20' driveway width. Motion Carried: 3-0.

b. 3303 Sims Street

Site Plan Review

Joseph Wilch of Adonai Custom Estates, LLC requested site plan approval to construct a 935-sf 2nd floor addition at 3303 Sims Street, Parcel Identification Number 14 009800100309. The property is zoned R-1, One Family Detached and is 0.2033 acres.

The applicant proposed to renovate and add on to a single-family dwelling. The renovated house will have three bedrooms and two bathrooms.



The applicant proposes to create a shared driveway easement when adjacent property (owned by applicant) is developed.

The applicant must address the following deficiencies:

- 1. Front and rear setbacks must be shown.
- 2. The northeast setback is listed at 3.80' which does not meet the minimum 5' setback and will require a variance by the Board of Appeals.
- 3. The plan does not show a driveway and will require a variance by the Board of Appeals.
- 4. Applicant must provide landscape plan and detail of tree to remain.
 - Public Comment None.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to approve the site plan at 3303 Sims Street provided the applicant address the deficiencies outlined in the planner's report and recommend the Board of Appeals grant the requested setback and driveway variances. Motion Carried: 3-0.

c. 3202 Hope Street (105 Lilly Street)

Subdivision Plat Review

Jimmy L. Joyner on behalf of William N. Garcia requested subdivision plat approval for the property located at 3202 Hope Street, Parcel Identification Number 14 009900040421. The property is zoned R-1, One Family Detached and is 0.4132 acres.

The applicant proposed to subdivide an existing lot located at 3202 Hope Street into two tracts of land. The property contains an existing one-story home. As proposed, Lot 1 will be 10,034-sf and Lot 2 will be 7,799-sf.

• Public Comment – None.

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to approve the final plat for 3202 Hope Street (105 Lilly Street) provided that the applicant address the deficiencies listed in the Planner and City Engineer 's reports and granting of a variance to eliminate for the required concrete monuments based upon the size of the lot. Motion Carried: 3-0.

d. 917 Virginia Avenue

Special Use Permit Request

Rajesh A. Patel requested to modify a previously approved special use permit for the location of a drive-through at 917 Virginia Avenue, Parcel Identification number 14 012700040377. The property is zoned U-V, Urban Village and is approximately 0.88 acres.

The proposed relocation of the drive-through is to the side. The drive-through is located 50'+ from both Rainey and Virginia Avenue. Pedestrians would not cross the drive-through lanes and there is no conflict with pedestrian accessibility, nor does it create an



environment reminiscent of fast food row. The applicant is proposing additional landscaping to screen the queueing lanes and drive-through.

The proposed reconfiguration will increase the car stacking to 4-5 cars. The development timeline of completion is September 2019.

Public Comment
 Daniel Ray, 3468 Rainey Avenue, opposed the modification

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to recommend the Mayor and Council approve the proposed drive-through modification and grant the special use permit request to allow a drive-through at 917 Virginia Avenue based upon the plan was previously approved, the landscaping will provide visual screening and the additional linear feet will eliminate any traffic concerns. Motion Carried: 2-1; Lucy Dolan opposed.

e. 1031 Virginia Avenue

Conditional Use Permit

Robert Lafayette authorized representative of The Hertz Corporation requested approval of a conditional use permit to operate a car rental facility at 1031 Virginia Avenue. The property is zoned C-2, General Commercial and is 10.03 acres.

Hertz's use of the property is limited to the use of counter space inside the hotel and 10 parking spaces for the purpose of car rental to hotel guests and the public.

• Public Comment – None.

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to recommend the Mayor and Council grant the conditional use permit to Hertz Corporation to operate a car rental facility at 1031 Virginia Avenue. Motion Carried: 3-0.

f. Official Zoning Map

Text Amendment

Consideration of an Ordinance to amend Chapter 93, Zoning, of the Code of Ordinances for the City of Hapeville, Georgia regarding the Zoning Map.

• Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to table the official zoning map text amendment until the January 15, 2019 meeting. Motion Carried: 3-0.

g. 2019 Planning Commission Meeting Schedule

Consideration and action to approve the 2019 Planning Commission meeting schedule.

Public Comment – None.



MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to approve the 2019 Planning Commission meeting scheduled as submitted. Motion Carried: 3-0.

5. Open Discussion –

Discussion of zoning text amendments will take place at the January 15, 2019 meeting.

- 6. Next Meeting Date January 15, 2019 at 6:00PM
- 7. Adjourn

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to adjourn the meeting at 7:57 p.m. Motion Carried: 3-0.

Respectfully submitted by,						
Chairman, Brian Wismer						
Secretary, Adrienne Senter						

MEMORANDUM OF AGREEMENT PARTICIPATION IN THE DISTRICT'S MULTI-FAMILY TOILET REBATE PROGRAM

THIS AGREEMENT is made and entered into as of this	day of	, 20		
by and between The City of Hapeville (hereinafter re	eferred to as the	"Utility") and the		
Metropolitan North Georgia Water Planning District		• •		
(hereinafter referred to as the "District").				

WITNESSETH:

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area,

WHEREAS, the District will coordinate and manage a District-wide Multi-Family Toilet Rebate Program ("the Program") for certain multi-family residential customers by providing administrative services as stated in Duties of the District, and

WHEREAS, the Utility desires to participate in the District-wide Program, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the Utilities

- a. Follows the administrative procedures developed by the District for the management of the Program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the administrative charge for each application approved for rebate.
- f. Promotes the Program through a link on the Utility's website, bill inserts, mailers, and/or other forms of communication.
- g. On site verification of toilet installation is optional, but would be the responsibility of the Utility.

2. Duties of the District

a. Provides administrative services to process pre-approvals, rebate applications, and post-installation verification, which includes a virtual inspection of select toilets at each customer location when technically feasible.

- b. Maintains a website, pre-approval and application forms, and reporting database for utilities.
- c. Maintains a telephone number and email address for customer questions about the Program and processing applications.
- d. Makes available applications to multi-family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. To be eligible, applicants must at a minimum (i) own or represent the owners of a multi-family residential building (no institutional or commercial buildings) on a master meter and built prior to 1994, (ii) plan to install a tank-type toilet (not flush-valve toilets), (iii) be current on their water bill, (iv) be applying to replace at least 30 toilets but not more than _____, and (v) obtain preapproval, install the new toilets, and schedule post-installation verification within a 90-day period.
- f. Inspect and approve new toilets in a post-installation virtual inspection with customer.
- g. Notifies the Utility of rebate amount to credit customer.
- h. Sends a confirmation/rejection letter to each customer.
- i. Provides management reports for Utilities to access on a regular basis.
- j. Invoices the Utility for the per-application administrative charges.
- k. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.

3. Costs Paid by Utility

The Utility hereby agrees to provide funding of \$_______ for this Program for the term of the Agreement unless the Agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total amount allocated by the Utility for rebate and administrative charges for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administrative charges. The Utility further agrees that the District will only process rebates for WaterSense high-efficiency toilets (HET) or ultra-high efficiency toilets (UHET). Each rebate will have a maximum face value of \$50 for HETs and \$75 for UHETs. Additionally, the Utility agrees that an administrative charge of \$400 for rebate applications covering 30 to 90 toilets and \$675 for rebate applications covering 91 or more toilets.

4. Payment Method

Utility will pay administrative charges to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at any time during their Program participation by amending this Agreement.

5. Term

This Agreement shall	I become effective as of the date	first written above and shall continue in
full force and effect u	ıntil	Either party may the other party written notice sixty (60)
terminate this Agreer	nent without cause by providing	the other party written notice sixty (60)
		nended upon agreement of the parties.
In the event of such t	ermination, the Utility shall be o	bbligated to pay all issued rebates and
administrative charge	es associated with rebates approv	ved prior to such termination.
IN WITNESS WHEREC	OF, the parties have hereto execu	ted this Agreement as of the date first
above written.		_
UTILITY		
Bv:		
By: Title:		
	·	
DISTRICT		
By:	,	
By:		
•		

MEMORANDUM OF AGREEMENT FOR PARTICIPATION IN THE DISTRICT-WIDE TOILET RETROFIT PROGRAM

THIS	AGREEM	ENT is	NT is made and entered into as of this				day of				20 ,		
by ar	id between	, The	City	of I	Hapeville	(hereinafter	referred	to	as	the	"Utility")	and	the
Metro	politan No	th Geo	orgia ^v	Water	r Planning	District (here	einafter re	fen	red	to as	the "Distr	ict").	

WITNESSETH:

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area; and

WHEREAS, the District will coordinate and manage a District-wide Toilet Retrofit Program ("the Program") for single family residential customers by providing administrative services as stated in Duties of the District and

WHEREAS, the Utility desires to participate in the District-wide Program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the Utilities

- a. Follows the administrative procedures developed by the District for the management of the program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the processing fee for each toilet approved for rebate.
- f. Promotes the program through link on Utility websites, bill inserts, mailers, and/or other forms of communication.
- g. Verification of toilet installation is optional but would be the responsibility of the Utility.

2. Duties of the District

- a. Provides administrative services to process the rebate applications.
- b. Maintains a website, application form, and reporting database for utilities.

- c. Maintains a telephone number and email address for customer questions about the program and processing applications.
- d. Mails or makes available applications to single family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. Eligibility is determined based on date of home construction, receipt of original toilet purchase receipt, copy of recent water bill in name of applicant and confirmation of eligible toilet model.
- f. Notifies the Utility of rebate amount to credit customer.
- g. Sends a confirmation/rejection letter to each customer.
- h. Provides management reports for Utilities to access on a regular basis.
- i. Invoices the Utility for the \$10.00 administrative fee for each toilet approved for rebate.
- j. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.
- k. Provides periodic invoices to each participating Utility for administrative fees.

3. Costs Paid by the Utility

4. Payment Method

Utility will pay the \$10.00 administrative fee for each toilet approved for rebate to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at any time during their program participation by amending this Agreement.

5. Term

This Agreement shall become effective as of the date first written above and shall continue in full force and effect until_____. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior

to termination. This Agreement may be amended upon agreement of the parties. In the event of such termination, the Utility shall be obligated to pay all issued rebates and administrative costs associated with rebates approved prior to such termination.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

UTILITY
By:
Title:
METROPOLITAN NORTH GEORGIA WATER PLANNING DISTRICT
By: Title: Chairperson

From: Shannon James

Sent: Thursday, March 28, 2019 5:57 PM **To:** Tim Young < TYoung@hapeville.org>

Cc: Mayor Hallman <ahallman@hapeville.org>; Stuart Gulley <stuart.gulley@woodward.edu>; Lisa Smith

southernco.com; Lynne Scroggins <<pre>Lynne.Scroggins@wellstar.org; Shannon James

<s.james@aeroatl.org>; David Burt <dbburt100@msn.com>

Subject: LCI Grant Request: Aerotropolis Land Use and Zoning Study DUE March 29th

Good Afternoon Tim,

The Aerotropolis Atlanta Alliance, Inc will be submitting request for funding to complete a regional land use and zoning study under an LCI Grant application due on tomorrow. Our organization has been in constant dialogue with your jurisdictional leadership and would like kindly request a letter of support and commitment to advance the LCI grant funding request. The Aerotropolis Atlanta Alliance will be leading an effort to proactively review and analyze existing land use and zoning, which will require some public and civic engagement to help our region foster an ecosystem to influence the following:

- Character Area and/or Future Land Use
- Review target areas for recommendations to rewrite zoning codes
- Review opportunities for incorporating Green Corridor connections
- Understanding FAA flight restrictions and how they impact code (in relevant areas)
- Land Use/Zoning to influence site selection for targeted residential, commercial and transportation-oriented development
- Best practices for Intergovernmental coordination along boundary lines

The Aerotropolis Atlanta Alliance will be the point of contact responsible for coordinating activity between local officials and community engagement. There will be four steering committee meetings (2 each county with representative from each jurisdiction), GIS mapping, existing land use plan review and analysis, zoning code analysis (Targeted), stakeholder interviews, developer roundtable, identification of conflicts/barriers/opportunities, existing conditions (report), two public meetings and 5-yr work program established. We will look to engage public school officials, key business leaders, community advocates, local chambers, local housing authorities and identified key civic leaders and organizations.

The deadline to submit will be Friday, March 29th; However, the ARC has allowed AeroATL to collect the executed Letters of Support and Commitment **on or before Friday, April 12th at 5pm**. After consultation from our Mayor's and Economic Development Directors, we are seeking this small funding commitment of \$3,000 to be included for FY 2020 budget under Economic Development or City Manager's authority. Please let me know if you have any questions or comments. I will be in the office tomorrow and out of the office next week on vacation; however, I will be checking my email periodically.

Best regards!

Shannon James Sr.
President & CEO
Aerotropolis Atlanta Alliance, Inc
3800 Camp Creek Parkway

Building 1400, STE 132 Atlanta, GA 30331 404-349-2211 (Work) S.James@aeroatl.org

S.James@aeroatl.org www.aeroatl.org





March 29th, 2019

Atlanta, GA 30303

Jared Lombard Community Development Division Atlanta Regional Commission 229 Peachtree Street, Suite 100 ALAN HALLMAN MAYOR

MIKE RAST ALDERMAN

TRAVIS HORSLEY
COUNCILMAN AT LARGE

MARK ADAMS COUNCILMAN WARD I

CHLOE ALEXANDER COUNCILMAN WARD II

We are writing you today in support of the Aerotropolis Atlanta Alliance (AAA, Inc) and its application for funding through the Atlanta Regional's Commission Livable Communities Initiative. Please accept this letter as verification that City of Hapeville will contribute \$3,000 towards local match for the AeroATL Regional Land Use and Zoning Study. The total cost for this study will be \$200,000, which 20% of the cost will be responsible by our private match. This funding request will be budgeted in the FY 2020 annual budget.

The Aerotropolis Atlanta Alliance will be leading an effort to proactively review and analyze existing land use and zoning, which will require some public and civic engagement to help our region foster an ecosystem to influence the following:

- Character Area and/or Future Land Use
- > Review target areas for recommendations to rewrite zoning codes
- Review opportunities for incorporating Green Corridor connections
- Understanding FAA flight restrictions and how they impact code (in relevant areas)
- Land Use/Zoning to influence site selection for targeted residential, commercial and transportationoriented development
- Best practices for Intergovernmental coordination along boundary lines

City of Hapeville believes that partnering with the Aerotropolis Atlanta Alliance and the other cities in the region will result in improved land use and zoning codes in the Aerotropolis, which will promote transportation, recruitment of targeted industries, stimulate targeted economic development and sustainable growth for an enhanced resiliency for the region.

City of Hapeville supports this project and hope that you keep our commitment in mind when making your funding decision. Thank you for your time and consideration.

Alan Hallman

Mayor

Sincerely,

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



March 29th, 2019

ALAN HALLMAN MAYOR

MIKE RAST ALDERMAN

TRAVIS HORSLEY
COUNCILMAN AT LARGE

MARK ADAMS COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

Jared Lombard
Community Development Division
Atlanta Regional Commission
229 Peachtree Street, Suite 100
Atlanta, GA 30303

RE: Letter of Support AeroATL Regional Land Use and Zoning Study request for Livable Centers Initiative Grant

Dear Mr. Lombard,

On behalf of City of Hapeville, I am pleased to offer this letter in support of the Aerotropolis Atlanta Alliance and their partners' efforts to secure funding under the Livable Centers Initiative (LCI). City of Hapeville is partner of the Alliance and I commend the Alliance for their vision to review existing land use and zoning for the region to improve development efficiency and intergovernmental coordination along boundary lines in the Aerotropolis region.

The Alliance represents public and private partners within a 165-square mile area around Hartsfield-Jackson Atlanta International Airport. The Alliance focuses on regional economic competitiveness through Economic Development, Workforce Development and Education. These are critical components needed to promote and enhance strategic growth for the area. The region now has multijurisdictional cooperation and regional growth requires a comprehensive review of existing land use and zoning. The Alliance is uniquely positioned to represent the region and allow neighboring jurisdictions to examine existing land use and zone codes in/outside boundary lines. These are key elements for regional development and resiliency. This is important to the organization because a primary component to promoting the region is proactive land use and zoning. Developers and corporate executives are attracted to environments that require less activity around altering land use and zoning to accommodate their project. This process will allow the region to review and receive recommendations. This study will also seek to improve intergovernmental coordination, transportation, housing, workforce and targeted development.

The project represents multiple public, private, and non-profit regional partners to implement regional comprehensive land use and zoning. City of Hapeville appreciates the opportunity to lend our support to this exciting initiative for the Aerotropolis region and look forward to its successful implementation.

Thank you for your consideration of this project submitted for funding under the LCI program.

Sincerely,

Alan Hallman Mayor

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

SECTION I. APPLICANT INFORMATION:

1. Name of organization (eligible applicants include governmental entities, CIDs, and 501(c)3 non-profit organizations)

Atlanta Aerotropolis Alliance, Inc

2. Name of primary contact person: Shannon James

3. Title: President & CEO

4. Department: Administration

Address/City/State/Zip:

3800 Camp Creek Parkway, Atlanta, GA 30337

Telephone: 404-329-2211

E-mail: S.James@Aeroatl.org

SECTION II. TYPE OF ASSISTANCE:

5. Please select the type of assistance you are seeking. You may check multiple boxes if your project requires multiple types of assistance.

X Planning Study □ Plan Implementation **X Facilitation Assistance** □ Training or Education Assistance

Section III. PROJECT INFORMATION:

Short Answer Questions are limited to 1,400 characters.

6. Name of project: Aerotropolis Region Land Use and Zoning Study

7. Study Project Cost \$200,000

Proposed Local Match (Minimum 20%)

\$40,000

8. Project location/extents:

The following 13 jurisdictions situated in 2 counties (including Unincorporated Clayton County) situated in 165 square miles of the Aerotropolis Region have agreed to participate in a regional land use and zoning study, which will allow the region to take a comprehensive review of its existing land use and zone codes. This will include a strong focus along jurisdictional boundaries.

The jurisdictions participating are below:

Fulton County Clayton County

City of South Fulton City of Jonesboro

City of Union City City of Morrow

City of East Point City of Forest Park

City of Hapeville City of Riverdale

City of College Park Unincorporated Clayton County

City of Chattahoochee Hills

City of Palmetto

City of Fairburn

- 9. Has this project been identified in a previous LCI Study, Comprehensive Plan or another recently completed study? (please check one) □YES **XNO**
- 12. Is the project within an existing LCI area? If yes please include your report of accomplishment of your LCI work program with your application. (please check one) YES **XNO**

If YES, please answer questions 10-15. If not, please go directly to question 16.

13. Name of LCI area and last plan adoption date:

Aerotropolis Atlanta

12/2016

18. Please provide a brief project description.

As the region continues to grow and development expands, the cities in South Fulton and Clayton will struggle to create resiliency and sustainable growth for future development based on existing land use and zone codes. Historically, jurisdictions have followed home rule resulting in highly localized control of land and inconsistent land use and urban form which will negatively impact the region, beyond jurisdictional lines. The plan will review land use and zoning codes in the jurisdictions, focusing on key transportation corridors and jurisdictional boundaries to recommend comprehensive land use and zoning codes that focus on regional growth. There have been 13 LCI studies conducted in the Aerotropolis region over the past 10 years, which collectively advance the need for a land use and zone codes analysis in the immediate area; however, this project will implement the priority action by examining multi-jurisdictional land use and zone codes for each jurisdiction and collectively as a region. Strategic and intentional development is key for the Aerotropolis to position itself for growth and building off previous LCI recommendations will advance this goal.

The Aerotropolis Blueprint (2016) is, a master plan which analyzes existing land use, transportation, housing, community resources, economic clusters and real estate market. This study will further examine existing land use and zoning codes and make recommendations to position jurisdictions to accommodate and attract targeted growth. The analysis will take into consideration transportation access, opportunities for affordable housing, transit-oriented development, and creating land use clusters. This will allow the region to attract targeted development, collaborate with ongoing freight planning recommendations and preserve community resources. Major tasks include stakeholder/jurisdiction involvement, desktop analysis, plan reviews, zoning analysis, and implementation plan.

The ARC plays an important role in facilitating collaboration and coordination among plans in the Atlanta region, and this study will be a proactive approach towards the implementation of a regional comprehensive land use and zoning code.

19. Please describe how your Catalytic or Tactical project addresses equity and/or resiliency issues identified by ARC as regional priorities for 2019. To get detailed information on the prioritized equity issues and resiliency issues, please refer to our Application Manual.

This project focuses primarily on lifelong communities and workforce development. The region is an airport-based logistics hub with several major interstates and highways throughout the region. This results in heavy warehousing and distribution development. While this industry sector is critical to our region's growth, large trucks operating on local streets have become less desirable for communities in the immediate area of the airport. Due to Home Rule, residential areas are adjacent to industrial zoning, creating conflicts between jurisdictions. On the one hand, residents desire incompatible uses to be eliminated, while developers have the desire to yield high returns on investments. Currently, 38% of the available land is zoned residential, limiting the areas for other types of developments. The Aerotropolis Blueprint recommends more protective land use code to sufficiently buffer residential from surrounding commercial uses. This is challenge to the resiliency and requires the region to look at solutions to cluster uses and development into strategic areas.

The Aerotropolis workforce is has a need for access to jobs and quality of life components. The region suffers from an unemployment rate higher than the State of Georgia (5.8%) and many low-income communities lack connectivity to employment opportunity. This study will allow the region to review land use and zoning in order to influence Transit-Oriented Development and encourage alternative transportation alternatives to improve access. The Blueprint states that approximately 85% of Aerotropolis employees commute from other areas, while 73% of Aerotropolis residents work outside the area. In order to create resiliency for the region, the study will proactively examine how to create an ecosystem for live, work and play.

The Aerotropolis region is defined as an equity target region. Unemployment and underemployment rate is higher than the State average, and has one of the highest concentration of low-income in the country. This study will examine land use and zoning to identify areas where affordable housing is needed and encourage developers to include affordability.

20. Please describe how this Catalytic or Tactical project addresses a need in your community and the outcome(s)

The project will provide a framework to create an ecosystem for land use and zoning to attract desired developers and development across multiple jurisdictions. It will allow leadership to make informed decisions and discourage incompatible uses near neighboring development and municipalities. The study will allow the official leaders, economic development and community leaders to determine next steps for a regional comprehensive land use and zoning plan while reviewing areas to possible rewrite zoning codes. This will enhance the attractiveness to advance site selection, development transportation and connectivity.

The proposed project will address the need for the desired following outcomes:

Character Areas and/or Future Land Use; 2. Recommendations to update zoning codes; 3. 1.
 Incorporate Green Corridors; 4. Understanding FAA flight restrictions and how they impact
code (in relevant areas); 5. Land Use/Zoning to influence site selection for targeted residential,
commercial and transportation-oriented development; 6. Recommendations for Intergovernmental
coordination along boundary lines; and 7. Potential zoning overlays.

This project will allow the region to review its land use and zoning as a region to avoid undesired development and encourage jurisdictional coordination and targeted development.

21. Please describe the community engagement of this process and explain how local officials, community groups, businesses and/or institutions will be involved in the planning process, as appropriate, and how the project will involve groups that are historically under-represented in planning processes:

The Regional Land Use and Zoning Study will focus on engaging city leadership on land use and zoning and include civic leadership engagement for target areas located in the Aerotropolis (City of South Fulton, Hapeville, College Park, East Point, Union City, Palmetto, Fairburn, Chattahoochee Hills, Jonesboro, Morrow, Forest Park and Riverdale). The study will include stakeholder interviews, developer roundtable, identification of conflict/barriers/opportunities and a public meeting in each county (Fulton/Clayton). One for feedback on vision and goals and second to get feedback on recommendations. The Aerotropolis Atlanta Alliance will be the point of contact responsible for coordinating activity between local officials and community engagement.

There will be four steering committee meetings (2 each county with representative from each jurisdiction), GIS mapping, existing land use plan review and analysis, zoning code analysis (Targeted), stakeholder interviews, developer roundtable, identification of conflicts/barriers/opportunities, existing conditions (report), two public meetings and 5-yr work program. We will look to engage public school officials, key business leaders, community advocates, local chambers, local housing authorities and identified key civic leaders and organizations.

Section IV. COMMITMENT:

- All applications should include a letter of commitment from the Chief Elected Official, or a Council/Commission Resolution, indicating commitment to the implementation of the project and the matching funds.
- Non-governmental organizations applying for assistance shall include a letter of commitment to the implementation of the project and for matching funds (if applicable) from its Executive Director or Board Chairperson, as well as a letter of support from the underlying jurisdiction.
- If entities other than the applicant are providing matching funds, please include letters of commitment to the matching fund from those funders.
- Other letters of support are encouraged



BRIGHT FROM THE START

Georgia Department of Early Care and Learning 2 Martin Luther King Jr. Drive, SE, Suite 754, East Tower, Atlanta, Georgia 30334

DELEGATION OF AUTHORITY FROM AN OFFICER TO A PRINCIPAL

I, Man Hall Man am the Mayor of Cry of Hapeville, and (Officer's Name) (Name of Organization)
hereby grant authorization to ASWey Moody, as a legal employee, to act on the behalf of
while conducting business and/or activities pertinent to administering and/or (Name of Organization)
operating the SPSP Food Program. (CACFP or SFSP)
Ashly Moody is to be considered an agent of the City of Hapen and therefore (Principal Name) is to be considered an agent of the Chapen and therefore (Name of Organization)
the signature of said agent is binding and causes the (Name of Organization) to assume all responsibilities connected to or
associated with the signature as they may relate to (Name of Organization)
(Name of Organization) Food Program business.
I, Ashley Moody understand that it is my sole responsibility to grant and terminate any such authorization and (Principal is Name)
to ensure that Bright from the Start receives notice of such grant or termination within 30 days. The attached documentation demonstrates my appointment as Officer, and/or documentation supporting the governing board's approval of the delegation of authority to
I, Muy Moody, hereby accept my appointment as Principal of Chy of Hapeville with all (Name of Organization)
duties and responsibilities pertinent to this appointment.
I, Moody, hereby declare that I have fully read Bright from the Start's Participation Agreement and understand the terms and conditions of the agreement.
Signature of Officer Signature of Delegated Principal Title: Title:
Date: Legal Name of Organization: Organization: Date:
Sworn to and Subscribed before me This day of 20
My Commission Expires:
Notary Public Signature

CITY OF HAPEVILLE STATE OF GEORGIA

RESOLUTION NO.	
----------------	--

A RESOLUTION ESTABLISHING A HAPEVILLE PEDESTRIAN ART TRAIL; TO AUTHORIZE THE MAYOR TO SIGN 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, officials of the City of Hapeville consider the Arts to be priority in order to designate itself as a cultural destination that will attract visitors, while bolstering the city's small town charm, local businesses, and quality of life of its residents;

WHEREAS, the City of Hapeville has a collection of several public art works, including murals, sculptures, and permanent installations;

WHEREAS, it is the desire of the city's officials to promote its public artworks to visitors in an effort to promote tourism and trade;

WHEREAS, a Pedestrian Trail Map has been created that includes all public art currently installed within the city of Hapeville as indicated in the pedestrian trial map, and to guide the planning and installation of future projects pursuant to O.C.G.A. 48-13-50.2;

WHEREAS, if so desired by the officials of the city of Hapeville, the Pedestrian Arts Trail may be amended to include future public art works and installations;

WHEREAS, officials of the City of Hapeville feel that it is in the best interest of its citizens to endorse the Pedestrian Art Trail:

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

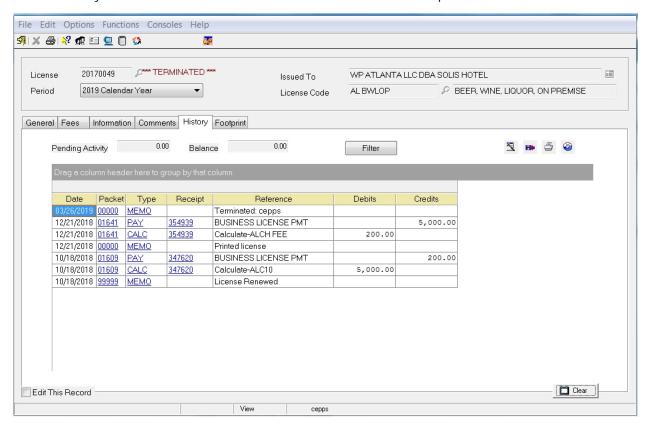
- 1. **Incorporation of Pre-Amble**. The pre-amble is incorporated herein as fully set forth above.
- 2. **Establishing Hapeville Pedestrian Art Trail**. The Mayor and Council would like to establish a trail that will promote Hapeville's public artwork to visitors in an effort to promote tourism and trade and to allow for amendment of the trail for future projects.

- 3. **Authorization for Mayor**. That the Hapeville City Council hereby authorizes the Mayor to execute any and all documents necessary to provide for this resolution. A copy of said documents shall be filed with the City Clerk.
- 4. **Attestation**. That the Hapeville City Council hereby authorizes the City Clerk to attest the signature of the Mayor appearing on the documents, to affix the official seal of the City thereto as necessary to effectuate this Resolution and to place this Resolution and an executed copy of all documents regarding this conveyance among the minutes or official records of the City for future reference.
- 5. **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.
- 6. **Repeal of Conflicting Provisions**. All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

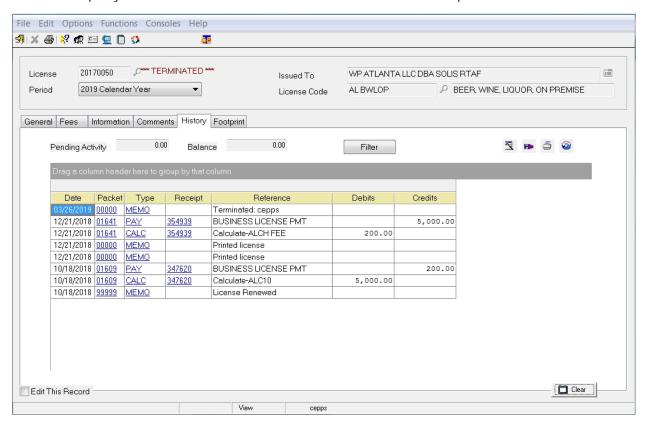
7. Effective Date . This Resolution shall take effect immediately.			
THIS RESOLUTION adopted this	day of	, 2019.	
		CITY OF HAPEVILLE, GEORGIA	
		ALAN HALLMAN, MAYOR	
ATTEST:			
CITY CLERK			

[SEAL]

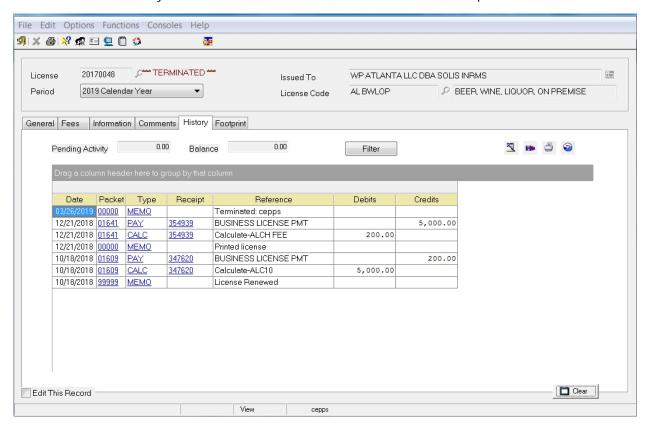
Solis Hotel Payment made on 12/21/2018 for the 2019 Alcohol License period:



Solis Roof Top Payment made on 12/21/2018 for the 2019 Alcohol License period:



Solis In Room Service Payment made on 12/21/2018 for 2019 Alcohol License period:



Tim Young

From: Rick Glavosek

Sent: Wednesday, March 13, 2019 4:18 PM

To: Tim Young **Subject:** North Fulton Ave.

Tim,

Based on a complaint I received last week about congestion on North Fulton Ave., I responded and observed cars parked along both sides of the road, from City Hall to North Central Ave. At that time, there was no possible way for a large vehicle, like a firetruck to travel through. Therefore, I would like to recommend making the entire southbound lane a no parking zone. This would allow for the trucks to unload at the restaurants and allow others to continue parking on the northbound side, while eliminating the problems when people park on both sides.

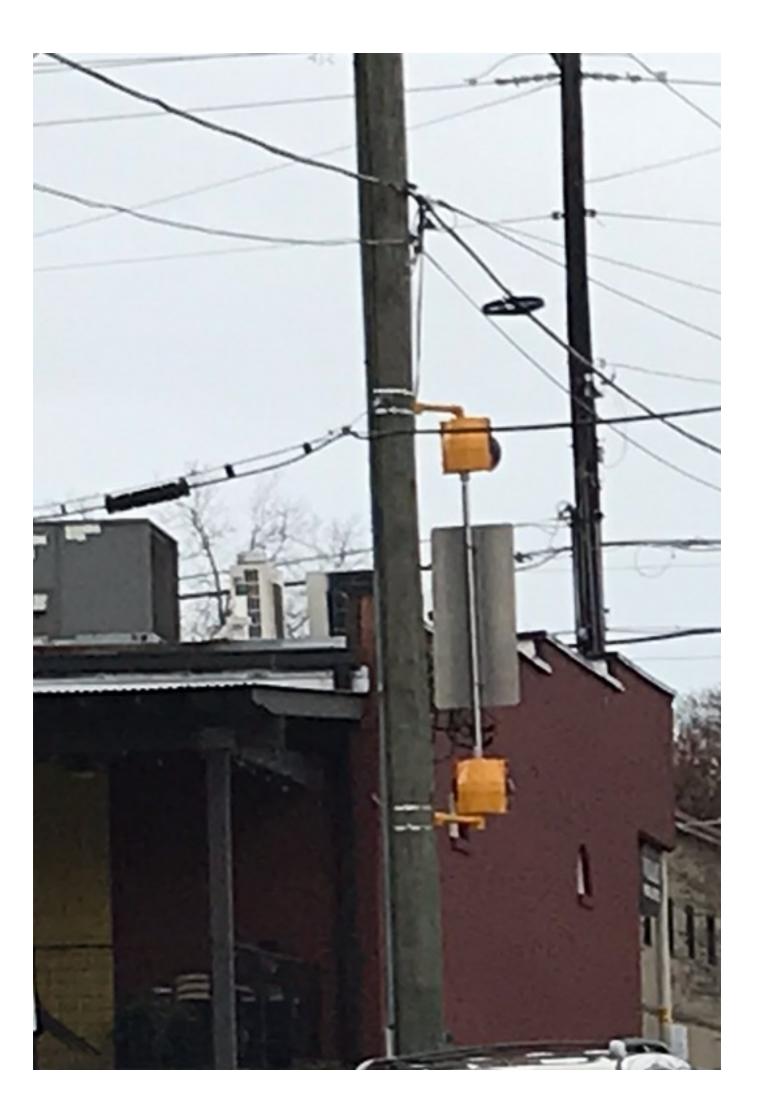
Respectfully,

Richard M. Glavosek

Chief of Police Hapeville Police Department 700 Doug Davis Drive Hapeville Ga, 30354 (404) 669-2150







PARK RENTAL FEE COMPARISON

		FEES		
MUNICIPALITY	RESIDENT	NON-RESIDENT	REFUNDABLE DEPOSIT	COMMENTS
COLLEGE PARK	FREE	RESIDENTS ONLY	\$20	RESIDENT USAGE ONLY
EAST POINT	\$25 - \$50 / HR	SAME	\$100	PICNIC PAVILION
FAIRBURN	\$125-\$175	\$185-\$250	\$100	RENTALS ARE IN 5 HOUR INCREMENTS
FOREST PARK	\$100 / DAY	\$125 / DAY	\$100	PICNIC PAVILION
FOREST PARK - ENTERTAINMENT FACILITY	\$150 PER 4 HRS	\$300 PER 4 HRS	\$250	ALSO CHARGES A STAFF FEE OF \$30 PER HR
UNION CITY	\$115-\$150 /DAY	\$130-175 / DAY	\$100	RENTALS ARE DONE BY THE DAY
HAPEVILLE	\$60 FIRST 2 HRS \$20 EACH ADDTL	\$60 FIRST 2 HRS \$30 EACH ADDTL	\$100	Recommend Non Resident \$120 First 2 hours - 2 hour minimum \$30 EACH ADDTL

ATL AIRPORT DISTRICT MARKETING SERVICES AGREEMENT

This Agreement (the "**Agreement**") is made and entered into as of July 1, 2019 (the "**Effective Date**") by and between CITY OF HAPEVILLE, a Georgia municipal corporation ("**City**") and ATL AIRPORT DISTRICT, INC., a non-profit corporation created under the laws of the State of Georgia (the "**DMO**"). City and DMO are sometimes referred to in this Agreement individually as a "**Party**" or jointly as "**Parties**".

WHEREAS, O.C.G.A. Section 48-13-51(a)(1)(A) authorizes municipalities to impose, levy, and collect an excise tax upon the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value;

WHEREAS, Chapter 17, Article 7 of the Code of Ordinances for the City provides for the imposition of a hotel occupancy tax of eight percent (8%) of rent on hotels and motels within City;

WHEREAS, O.C.G.A. Section 48-13-51(a)(3) requires that a municipality levying a tax shall expend (in each fiscal year during which the tax is collected) an amount equal to the amount by which the total taxes collected under O.C.G.A. Section 48-13-5 exceed the taxes which would be collected at a rate of three percent (3%) (i.e., 5%) for the purpose of among other things, promoting tourism, conventions, and trade shows;

WHEREAS, City desires to enter this Agreement with DMO to provide destination marketing services for City and the Atlanta Airport District (defined in this Agreement) (the "**District**");

WHEREAS, DMO is willing to provide the destination marketing services in an effort to promote tourism, conventions, and trade shows to City and the Atlanta Airport District;

WHEREAS, City will supply DMO with the mutually agreed upon hotel-motel taxes levied throughout City and DMO may be supported in part by private sector contributions;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Destination Sales and Marketing/Tourism Promotion Activities.

DMO will provide functions, literature, advertising, staff, services, supplies, equipment and support for promoting City and District (a) as a destination for local, state, national and international conventions, meetings and events and (b) as a destination for tourism. DMO will (a) develop, arrange for printing, and distribute literature and media (including electronic and Internet-based media) necessary to promote City and District to daytime and overnight tourists and (b) identify and conduct activities and programs designed to promote City and District for daytime and overnight tourists. DMO will coordinate its activities, as appropriate, with affiliated organizations and other tourism promotion entities. All of these activities will be provided for in the DMO's Annual Business and Marketing Plan (the "Plan") as defined below.

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2. Administrative and Management Functions.

DMO will provide day-to-day management activities including planning, purchase and acquisition of services, equipment, supplies and facilities necessary to fulfill the Plan for City. Managing the acquisition and retention of a capable and competent staff, fund-raising, cultivation of community support and accounting for the budgeting of the Plan funds according to accounting procedures established by City will be the responsibility of DMO. DMO may perform these functions through contractors and/or consultants. In addition, DMO will provide marketing, sponsorship and support for a mutually agreed upon number of City events including, but not limited to, Happy Days, Southern Film Festival Series, and Coffee and Chrome. DMO will comply with the City of Hapeville's requirement to have a stand-alone Visitor's Center located in the Train Depot Museum or other facility of the City's choice.

3. Annual Business and Marketing Plan.

After consultation with City, DMO will submit an annual Plan to City by March 30 of each year, containing a detailed proposed budget and identification of activities with a statement of performance goals and standards for all activities contemplated pursuant to this Agreement. The Plan also will contain a detailed budget predicated upon revenue estimates approved by City, and job descriptions, qualifications, requirements, salary ranges, bonus program, and hiring practices. City will review and approve the Plan by June 1 of each year. In the event City fails to approve the Plan by June 1, the Plan approved in the immediate prior year will be used until such time as a subsequent Plan is approved by City. Notwithstanding anything herein to the contrary, DMO will be responsible for implementation of the Plan. Once the Plan has been approved by City, DMO will notify City in writing of any change made to the Plan. Provided, as long as such change is not substantial and adverse to City, such change will be deemed approved by City. DMO will provide a quarterly written report to City on the progress being made on the Plan.

4. City Funding for DMO Services.

City hereby designates DMO as City's destination marketing organization for purposes of O.C.G.A. § 48-13-51(a)(3). City will remit to DMO on a monthly basis, an agreed upon portion of revenues necessary to be spent by the DMO pursuant to O.C.G.A. § 48-13-51(a)(3) and under any City ordinance. City will submit revenue projections to DMO by January 31 of each year, so that DMO can include those figures in the Plan to be submitted to City by March 30 of such year. DMO will use such funds as provided in this Agreement.

5. Ownership of Assets.

DMO will own all consumable assets purchased to enable it to perform its obligations under this Agreement including without limitation, office supplies, technical and office equipment, furniture and fixtures. Ownership of all intellectual property rights of whatever nature, including any rights subsequently acquired by DMO, will remain or be placed in the name of DMO. Ownership of publications, brochures, and other inventories of similar materials will remain with the DMO.

6. Records and Accounting.

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DMO will maintain business and financial records related to the performance of its obligations under this Agreement. City will have the right to review such records. Within 72 hours of a written request by City, DMO will make such records available for review by City, provided all such records will remain confidential unless disclosure is required by rule, regulation or law. DMO will on a semi-annual basis provide complete financial records relating to the preceding six months to City and to City's auditor. Such financial records will include, but not necessarily be limited to, a balance sheet and income and expense reports. The financial records will be maintained by DMO for at least three (3) years, or such longer period, as may be required by law or regulation after the expiration of this Agreement.

7. Additional Inspection Rights.

City, through duly authorized representatives, has the right upon 48-hour prior notice to DMO to enter upon and inspect DMO's facilities and all equipment related to the performance of DMO's obligations under this Agreement, provided such inspection will occur only during DMO's normal working hours and so as not to disrupt the regular conduct of DMO's business.

8. DMO Representations and Warranties.

DMO represents and warrants the following:

- a. <u>Quality of Materials and Operations</u>. All of DMO's literature, materials, brochures, or related items will be of high quality and will not contain any indecent, obscene or defamatory material. No materials protected by copyright or other intellectual property rights will be knowingly produced, displayed or distributed without first acquiring the legal rights to do so.
- b. <u>Quality of Equipment</u>. DMO will use commercially reasonable efforts to insure that all permanent or temporary facilities, supplies, equipment, fixtures, and materials purchased or used by DMO in furtherance of this Agreement will be of good quality and appropriate for the intended use.
- c. Equal Opportunity. DMO will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex (including, but not limited to. pregnancy), national origin, age, disability, genetic information, sexual orientation, gender identity/reassignment or expression, veteran status, or any other status protected by applicable federal, state or local law or ordinance. DMO will take affirmative action and will administer on a non-discriminatory basis all other aspects of employment including, but not limited to, hiring, promotion, assignments, benefits and compensation of employees and will comply with all applicable laws, including those dealing with equal opportunity. DMO will not, in the performance of this Agreement, discriminate against any customer, potential customer, patron or other person as to the aforementioned protected categories, and will provide services, facilities and other privilege to all such persons equally.
- d. Each of DMO's contracts with vendors or supplies will include language acknowledging City's right to terminate this Agreement. Such contracts will provide for (a) similar termination rights by the DMO and (b) the unilateral assignment of such contracts by DMO to City or any successor entity designated by City pursuant to O.C.G.A. § 48-13-51(a)(3).

9. City Representations and Warranties.

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- a. <u>Approvals</u>. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement and compliance with the provisions of this Agreement will not conflict with, or result in any breach, violation of, any laws, statutes, orders, rules, ordinances, regulations, policies or guidelines promulgated, by any federal, state or local government or any administrative agency or commission or other governmental authority or agency.
- b. <u>Authorization</u>. City has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary action on the part of City. This Agreement has been duly executed and delivered by City and this Agreement constitutes a legal, valid and binding obligation of City.
- c. <u>Intellectual Property</u>. City is the sole and exclusive legal and beneficial, record, owner of all right, title and interest in and to all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing, delivered to DMO for use under this Agreement.

10. Risk of Loss, Bonds and Insurance.

- a. <u>Fidelity Bond</u>. Upon execution of this Agreement, DMO will furnish City with a fidelity bond in the amount of \$250,000 guaranteeing that the surety will reimburse City, its agents and employees for such pecuniary loss suffered by City, its agents and employees as may be sustained as a result of any act of fraud, dishonesty, forgery, theft, embezzlement, wrongful abstraction or misapplication on the part of DMO or any of its agents or employees. The Fidelity Bond will be issued by a responsible surety company authorized to do business within the State of Georgia and will be subject to approval as to form and content by City.
- b. <u>Liability Insurance</u>. DMO will maintain in force during the term of this Agreement Commercial General Liability Insurance against all claims for personal injury, bodily injury, death and property damage that occur as a result of DMO's performance of its obligations under this Agreement. Such insurance shall be for limits not less than a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). DMO may satisfy the requirement to carry and maintain such Commercial General Liability Insurance through the use of Umbrella or Excess Liability coverage providing equally broad and concurrent coverage.
- c. <u>Automobile Liability Insurance</u>. In the event a motor vehicle is to be used by DMO in connection with the performance of its obligations under this Agreement, Comprehensive Automobile Liability Insurance coverage with limits of not less than Five Hundred Thousand (\$500,000.00) combined single limit coverage against bodily injury liability and property damage liability arising out of the use by or on behalf of DMO, its agents and employees in connection with this Agreement, of any owned, non-owned or hired motor vehicles.
- d. <u>Worker's Compensation</u>. DMO will secure worker's compensation insurance in form and amount sufficient to satisfy the requirements of applicable laws of the State of Georgia and be issued for the benefit of each of the persons employed by DMO.
- e. <u>Property Insurance</u>. Special Form ("All Risks") property insurance in an amount adequate to cover the full replacement cost of all equipment, installations, fixtures and contents of DMO.
 - f. Form of Policies. Each policy shall (a) name City as an additional insured (except Workers'

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Compensation), (b) be issued by one or more responsible insurance companies licensed to do business in the State of Georgia rated A- Class VII or better in "Best's Insurance Guide" and otherwise reasonably satisfactory to City, (c) shall provide that such insurance may not be canceled or amended without thirty (30) days' prior written notice to City. DMO shall deliver to City, certificates of insurance and at City's request, copies of all policies and renewals thereof to be maintained by DMO hereunder, not less than ten (10) days prior to the date of this Agreement and not less than ten (10) days prior to the expiration date of each policy.

f. <u>Failure to Provide Bonds and Insurance</u>. If bonds and insurance become unavailable or cost prohibitive, City and DMO will negotiate an alternative acceptable to each.

11. Indemnification and Limitation of Liability.

- a. <u>Indemnification by DMO</u>. DMO will indemnify and hold harmless City and its officers, employees and agents (each a "**City Party**") against any and all against any and all losses, damages, judgments, amounts paid in settlements and expenses (including costs and attorneys' fees actually incurred) (collectively, "**Losses**") incurred by City or any City Party in any civil, administrative, or investigative proceeding in which City or a City Party is involved by reason of (i) any failure by DMO to perform its obligations under this Agreement; or (ii) any breach of any covenant, representation or warranty made by DMO under this Agreement. The obligations under this Section 11(a) will survive the expiration or termination of this Agreement.
- b. <u>Indemnification by City</u>. To the extent City maintains liability insurance that covers, in whole or in part, Losses arising out of subsections (i) (iii), below, City will indemnify and hold harmless DMO and its officers, employees and agents (each a "**DMO Party**") against any and all Losses incurred by DMO or any DMO Party in any civil, administrative, or investigative proceeding in which DMO or a DMO Party is involved by reason of (i) any failure by City to perform its obligations under this Agreement; (ii) any breach of any covenant, representation or warranty made by City under this Agreement; or (iii) any claim by a citizen of, or business owner in, City related to this Agreement. The obligations under this Section 11(a) will survive the expiration or termination of this Agreement.
- c. <u>Cumulative Remedies</u>. The rights and remedies provided in this Section 11 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- d. <u>Limitation of Liability</u>. IN NO EVENT WILL DMO BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY CITY TO DMO UNDER THIS AGREEMENT. IN ADDITION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OF ANY OF THE OTHER PARTY'S OFFICERS, EMPLOYEES AND AGENTS FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF GIVEN ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

12. Designated Representatives and Notices.

a. <u>Representatives</u>. Each Party designates the person listed on <u>Exhibit A</u> as its representative (and its "**Designated Representative**" for dispute resolution purposes) for the administration of this Agreement.

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b. <u>Notices</u>. Notices pertaining to this Agreement will be in writing and will be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and will be deemed to be delivered up receipt. The addresses set forth on <u>Exhibit A</u> will be the addresses used for notice purposes unless written notice of a change of address is given.

13. Term and Termination.

- (a) <u>Term.</u> This Agreement will commence on the Effective Date and will terminate on the **Termination Date** set forth on <u>Exhibit A</u>. This Agreement will automatically renew under the same terms and conditions for the number of full calendar years set forth on Exhibit A ("**Renewal Term**") unless DMO or City gives notice of cancellation to the other party at least six (6) months prior to the expiration of the then current Term. The initial term and any renewal terms are referred to herein as the "**Term**."
- (b) Notwithstanding the foregoing, (i) City may terminate this for cause upon 30 day's written notice to DMO of any failure by DMO to observe, comply with or perform any of its material obligations under this Agreement, provided that such failure continues for a period of thirty (30) days subsequent to receipt of notice thereof from City, and (ii) DMO may terminate this for good reason upon 30 day's written notice to DMO of any failure by DMO to observe, comply with or perform any of its material obligations under this Agreement, provided that such failure continues for a period of thirty (30) days subsequent to receipt of notice thereof from City.

14. Miscellaneous

- a. <u>Assignment</u>. Neither Party will assign its rights or obligations hereunder without obtaining the prior written consent of the other Party, and any attempted assignment without such prior written consent will be void. Permitted assigns and successors in interest will have the benefit of, and will be bound by, all terms and conditions of this Agreement.
- b. <u>Headings</u>. The headings in this Agreement are for convenience and reference only, and will not affect the interpretation of this Agreement.
- c. <u>No Joint Venture</u>. DMO will perform its duties herein as an independent contractor. Notwithstanding anything contained herein to the contrary, nothing contained herein will be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties, except as principal and independent contractor.
- d. <u>Waiver</u>. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement will operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement will occur as the result of any course of performance or usage of trade.
- e. <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstances will to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

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- f. <u>Governing Law, Forum and Venue</u>. This Agreement will be subject to and construed in accordance with the laws of the State of Georgia. The parties agree that any and all claims arising out of or relating to this Agreement shall be brought in either the Superior Court of Fulton County, Georgia, or the United States District Court for the Northern District of Georgia, Atlanta Division.
- g. <u>Counterparts and Facsimile Execution</u>. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original, and all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile will be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile will also deliver a manually executed counterpart, but the failure to do so will not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.
- h. <u>Additional Documents</u>. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.
- 1. <u>Negotiated Transaction</u>. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement will be deemed to have been drafted jointly by each of the Parties.
- J. <u>Representation regarding Authority to Sign Agreement</u>. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.
- k. <u>Entire Agreement</u>. This Agreement and its exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.
- 1. <u>Binding Effect</u>. This Agreement will be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.
- m. <u>Modification</u>. This Agreement will not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification, amendment or change.
- n. <u>Further Assurances</u>. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.
- o. <u>Force Majeure</u>. Other than a failure to make payment when due, neither party shall be in default which results from the act of God or public enemy, restrictions, prohibitions, priorities, or allocations imposed by governmental authority, embargoes, floods, fires, typhoons, earthquakes, epidemics, unusually severe weather, delays of similar nature or governmental causes, and strikes or labor disputes or any cause outside the reasonable control of such party, then the time for performance of the affected obligation of such party shall be extended for a period equivalent to the period of such delay, interruption or prevention.

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p. <u>Neutral Construction</u>. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations.

[Signatures on Next Page]



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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, as of the Effective Date.

CITY OF HAPEVILLE	ATL AIRPORT DISTRICT, INC.
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:

797584

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EXHIBIT A

Designated Representatives [Section 12]:

District [Fourth Whereas]: The Cities listed below are in the District. Additional Cities will be added as the Cities sign Marketing Services Agreement with DMO, which additions are hereby approved by City.

City of College Park, Georgia City of East Point, Georgia City of Union City, Georgia City of Hapeville, Georgia

Notices [Section 12]:

To City:	To DMO:
City Manager City of Hapeville 3468 North Fulton Ave.	Beverly (Cookie) Smoak 2077 Convention Center Concourse Suite 260 College Park, GA 30337

Termination Date [Section 13]: June 30th, 2021 (two-year term)

Renewal Term [Section 13]: Two (2) one-year automatic renewal terms.

{Doc: 02189632.DOCX}
ATL AIRPORT DISTRICT