Mayor and Council Work Session

700 Doug Davis Drive
Hapeville, GA 30354

April 16, 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. Presentations

4.I. State Of The City Presentation By Mayor Hallman
Background:

Each year the Mayor provides the citizens of the community an update on the State of the City. The remarks by the Mayor will cover last year's accomplishments and some of the future policy directions for 2019. The presentation will be released to the public early next week.

Documents:

STATE OF THE CITY ADDRESS SLIDES.PDF

4.II. Audit Results Presentation By Doug Moses Of Mauldin & Jenkins, LLC
Background:

In March 2019, the audit firm, Mauldin & Jenkins completed the Fiscal 2018 audit for the City. The City again received a "clean" audit opinion. We asked Mauldin & Jenkins, led by engagement partner, Doug Moses, to provide a presentation to Council on the general condition of the City's financial position, highlight areas for improvement, and provide recommendations for the future.

Documents:

2018 HAPEVILLE AUDIT POWERPOINT PRESENTATION.PDF

5. Public Hearing

5.I. Consideration On Conditional Use Permit For The Construction Of A 74-Unit Senior Housing Development At 325 Sunset Avenue
Background:

Phil Ellen on behalf of Georgia Communities, Inc. seeks approval of a conditional use permit to operate a senior living facility within a new development located at 325 Sunset Avenue, Parcel Identification Number 14 009600060133. The property is zoned U-V, Urban Village. Multifamily uses are permitted as a Conditional Use within the U-

V Zoning District and are subject to the provisions of Article 3.2.

The Planning Commission considered this item on April 9, 2019 and recommended the Mayor and Council grant the conditional use permit. Staff supported their recommendation.

Staff Comments:
Applicant's Comments:
Public Comments:

Documents:

325 SUNSET AVENUE - CONDITIONAL USE PERMIT APPLICATION.PDF
PLANNERS REPORT 325 SUNSET AVE CONDITIONAL USE PERMIT.PDF
SUMMARY MINUTES - 4-9-2019.PDF

6. 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.

7. Consent Agenda

7.I. Consideration And Action On An Agreement With Lotus Eaters Club In The Amount Of $11,200 For The Execution Of A Mural On 3418 Dogwood Drive And To Authorize The Mayor To Sign All Necessary Documents

Background:

On Wednesday, April 3, 2019, the Hapeville Main Street Board voted unanimously to support the installation by Lotus Eaters Club. Main Street Board has agreed to pay for art and labor. The agreement is attached for consideration and action.

Documents:

LOTUS EATER CLUB CONTRACT_02B_SIGNED.PDF

7.II. Consideration And Action On An Agreement With Lotus Eaters Club In The Amount Of $8,800 For The Execution Of A Mural On 632 South Central Avenue And To Authorize The Mayor To Sign All Necessary Documents

Background:

On Wednesday, April 3, 2019, the Hapeville Main Street Board voted unanimously to support the installation by Lotus Eaters Club. Main Street Board has agreed to pay for art and labor. The agreement is attached for consideration and action.

Documents:

LOTUS EATER CLUB CONTRACT_01B_SIGNED.PDF

7.III. Consideration And Action On An Easement Agreement With Ardina Pierre For Façade Improvements And To Authorize The Mayor To Sign All Necessary Documents

Background:

Ardina Pierre, owner of 632 South Central Avenue, has agreed for a mural to be painted on the side of her building. The mural is financially supported by Hapeville

Main Street Board. Attached is the agreement for consideration and action.

Documents:

632 S CENTRAL AVE EASEMENT AGREEMENT - PIERREANDHAPEVILLE.PDF

7.IV. Consideration And Action On An Easement Agreement With Village Church For Façade Improvements And To Authorize The Mayor To Sign All Necessary Documents

Background:

Village Church, Pastor Ray Waters, (3418 Dogwood Drive), has agreed for a mural to be painted on the side of their building. The mural is financially supported by Hapeville Main Street Board and private funds. Attached is the agreement for consideration and action.

Documents:

EASEMENT FACADE AGREEMENT - 3418 DOGWOOD DR.PDF

7.V. Consideration And Action On An Agreement With South Arts In The Amount Of $5,500 For The 2019-2020 Film Series And To Authorize Mayor To Execute All Necessary Documents

Background:

For the last nine (9) years, the City has been an active participant in the Southern Circuit film series. By entering into this contract, the City of Hapeville agrees to host a series of six independent films, with receptions with the filmmaker, during the period of July 1, 2019 and June 30, 2020. Hosting the series includes paying a participation fee of $5,500 to the Southern Circuit, as well as providing event planning, hosting, marketing and any related expenses. Staff recommends approval.

Documents:

CONTRACT - CITY OF HAPEVILLE 2019-20.PDF

7.VI. Consideration And Action On Request To Hang Banners For Spin The District Event Scheduled May 4, 2019

Background:

A "Spin the District" presentation was given on February 19 by ATL Airport District which went over the logistics for the Spin the District event scheduled for May 4, 2019. ATL Airport District is requesting the road closures below, to hang banners on City property, and the use of City Services (garbage, water, and staff) during the event. The location to hang banners include on the Jess Lucas Park fence, each side of the pedestrian bridge and to place yard signs out. ATL Airport District is currently working with City Staff on the details of the road closures.

Proposed road closures include:
Atlanta & College St.
Atlanta & Doug Davis Dr.
College St. & Perkins St.
College St. & Union Ave.
Union Ave. & Chestnut St.
Oak St. & Georgia Ave.
S. Fulton St. & Chestnut St.
Union Ave. & Oak St.

Documents:

EVENT REQUEST FORM 2_NEW_REDACTED.PDF
SPIN-2019-HAPEVILLE-BANNERS-FINALEMAIL_SPIN-2019-HAPE-10X4.PDF
SPIN-2019-HAPEVILLE-BANNERS-FINALEMAIL_HAPEVILLE (002).PDF
SPIN-2019-MAY-YARD-SIGNS-HAPEVILLE.PDF
ROAD CLOSURE PERMIT_REDACTED.PDF
SPIN-THE-DISTRICT-2019-DETOUR-MAP-HAPEVILLE-1AV12.PDF

7.VII. Consideration And Action On Spin The District Special Event Open Container District

Background:

Alexia Ryan of Beer Girl, LLC is requesting Mayor and Council's approval on the Open Container District for the upcoming Spin the District special event scheduled May 4, 2019. A map of the proposed open container area is attached for review.

Documents:

OPEN CONTAINER DISTRICT FOR SPIN THE DISTRICT.PDF
OPEN CONTAINER DISTRICT - ALTERNATE - FOR SPIN THE DISTRICT.PDF

7.VIII. Consideration And Action On Main Street Gallery Crawl Special Event Open Container District

Background:

Alexia Ryan of Beer Girl, LLC is requesting Mayor and Council's approval on the Open Container District for the upcoming Main Street Gallery Crawl special event scheduled June 1, 2019. A map of the proposed open container area is attached for consideration and action.

Documents:

OPEN CONTAINER DISTRICT FOR GALLERY CRAWL.PDF

7.IX. Consideration And Action On Novatech Copier Service Agreement And To Authorize The Mayor To Sign The Necessary Documents

Background:

Council voted on February 5 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 was very pleased with the service and test copier.

The estimated annual cost for rental and copy fees is $23,724.00 affording the City an annual cost savings in exxess of $4000 per year over the prior contract. Staff recommends approving the attached 48 month agreement with Novatech.

Documents:

CIT CPI LEASE AGREEMENT_CITY OF HAPEVILLE.PDF
NOVATECH CONTRACT ADDENDUM 2ND VERSION.PDF
CITY OF HAPEVILLE FINAL ORDER DESCRIPTION 03292019.PDF
CITY OF HAPEVILLE CIT EQUIPMENT ADDENDUM_V2.PDF

8. Old Business

9. New Business

9.I. Consideration On Vacant Building Fee Ordinance - 1st Reading

Background:

On March 19, 2019, Mayor and Council discussed the Vacant Building Fee ordinance draft. The consensus of Mayor and Council was for legal to add language that speaks to sex trafficking/sex violation. The revised ordinance is attached for consideration.

Documents:

ORDINANCE - VACANT BUILDING FEE (02180632XA0B3B).PDF

9.II. Consideration On Mobile Food Vendor Ordinance - 1st Reading

Background:

In August 2018, Mayor and Council had a first reading of the Transient Vendor/Food Truck ordinance amendment. Several suggestions were made by Mayor and Council for the ordinance. Attached is the newly revised ordinance for another first reading.

Documents:

MOBILE FOOD VENDOR ORDINANCE.PDF

9.III. Discussion On New City Logo

Background:

At the February 19 work session Council suggested that ATL Airport District make suggestions to update the City logo that was created for the City's 100th anniversary. ATL Airport District would like an open discussion with Mayor and Council to gain more insight for a new direction. Andrea Towne, Vice President of Marketing is here to discuss with Council suggestions for a new City logo.

10. City Manager Report

11. 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.

12. Mayor And Council Comments

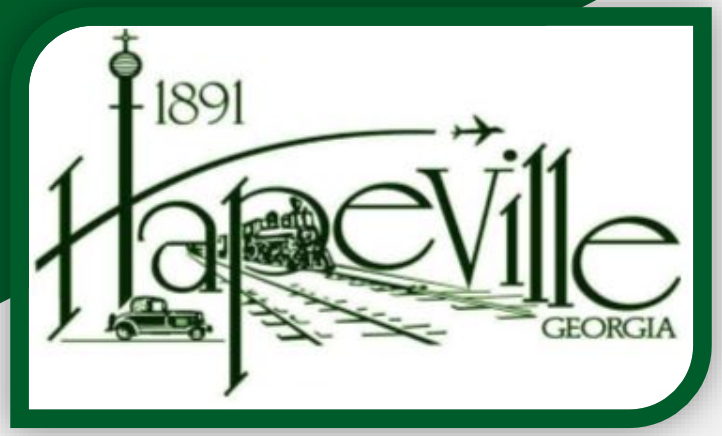
13. Executive Session

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).

14. 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.



State of the City Address

April 16, 2019

Delivered by: Mayor Alan Hallman

Objective

- Provide a “snapshot” of 2018 and the transition into 2019
- Agenda Highlights:
  - Leadership & Teamwork
  - Significant Milestones
  - Financial Position
  - City Management/Services Departmental Highlights/Goals



Leadership & Teamwork



Mayor
Alan Hallman



Alderman at Large
Mike Rast



Councilman at Large
Travis Horsley



Councilman (Ward 1)
Mark Adams



Councilman (Ward 2)
Chloe Alexander

Vision Statement:

Hapeville, a dynamic model community, where people feel welcome and safe and aspire to live, work and pursue their dreams.

Core Values:

- Superior Services
- Innovative and Creative
- Culturally Vibrant
- Fiscally responsible - stewardship
- Preservation of small town charm and history
- People centric
- Transparency

Significant Milestones

- Kimpton Hotel (First Full Year)
- Dogwood Streetscapes Completion
- Hapeville Performing Arts Center – Under Construction
- Railroad Facilities Improvement Project
- Pedestrian Bridge Art Project
- RaceTrac Gas Station Opening
- AeroATL Greenway Plan
- Historic Mural beautifies City Hall

Kimpton Hotel (First Year Operations)

- First new hotel on the east side of Hartsfield-Jackson Atlanta International Airport since the opening of the new International Terminal.
- Located immediately adjacent to the Porsche Experience Center, celebrated its grand opening in late 2017.
- Offers 214 guest rooms and signature suites; refined yet approachable restaurants and bars featuring fresh, seasonal cooking; and 6,500 square feet of event space including a 3,600 square foot ballroom, a Rooftop Lounge with panoramic views of the Porsche handling course.





Dogwood Streetscapes Completion

- Construction on the Dogwood Streetscape Project was completed in 2018. The streetscape includes new bike lanes, new curbs & gutters, new sidewalks and pedestrian lighting.



Hapeville Performing Arts Center – Under Construction

- The Hapeville Performing Arts Center is currently under construction and scheduled to be finished in the spring.



Railroad Facilities Improvement Project

- The Rail Facilities Improvement Project is currently under construction and scheduled to be completed during the summer. This project includes new curb & gutter, new paving, new fencing and other safety features along the railroad corridor.





Pedestrian Bridge Art Project:

- The Hapeville Pedestrian Bridge will be transformed into a work of art that will draw visitors from the metropolitan Atlanta area.
- The City of Hapeville received two matching grants from the Georgia Council for the Arts and Fulton County Arts Council to help jump start the project.
- Local artist Whitney and Micah Stansell were selected and together they created an LED display of changing lights and images that will feature the “Hapeville” sign that will light up at night.



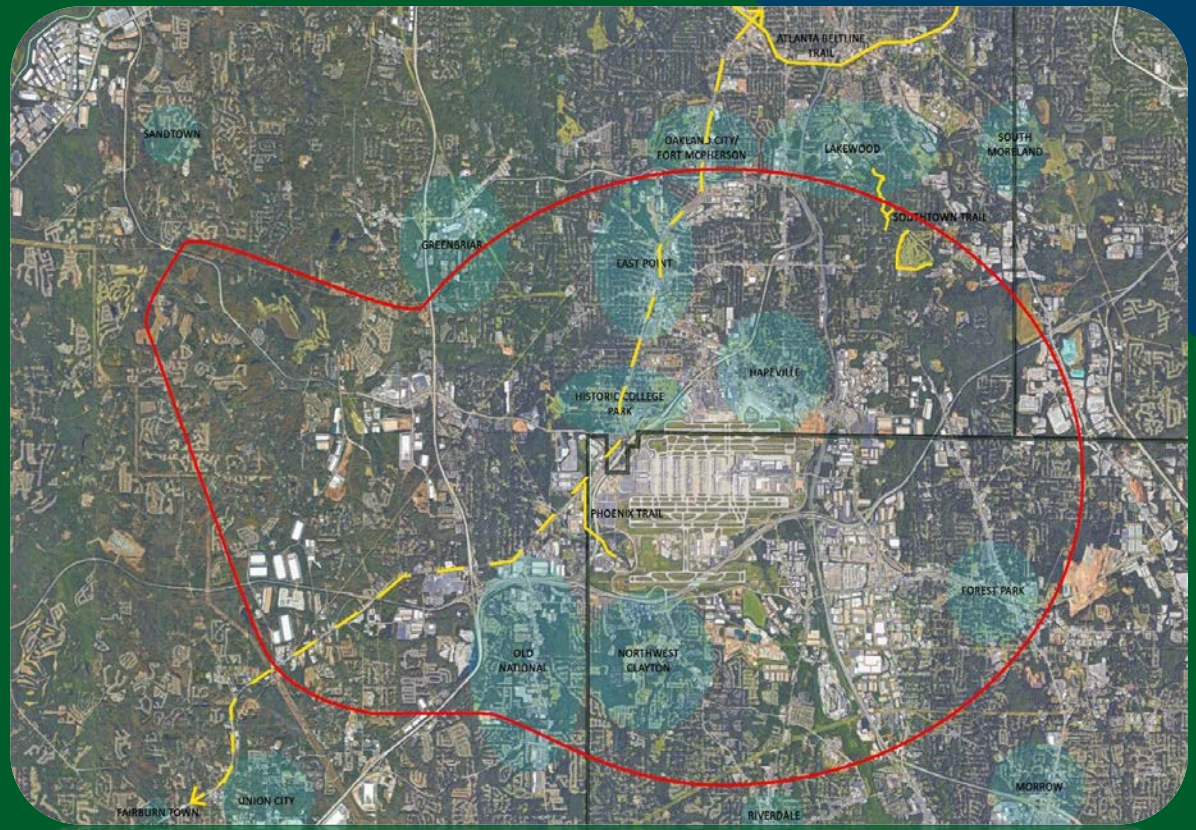
RaceTrac Gas Station Opening:

- The City of Hapeville is excited to welcome RaceTrac Convenience Market/Fueling Facility to our community.
- The recently constructed facility is located at 1180 Virginia Avenue and was completed in late 2018.



AeroATL Greenway Plan:

- In early 2017, the Aerotropolis Atlanta Community Improvement Districts (AACID's) was awarded a grant from the Atlanta Regional Commission to complete the AeroATL Greenway Plan.
- The draft plan was completed in 2018 and features a comprehensive trail master plan for the Aerotropolis area, connecting the communities around Hartsfiled-Jackson Atlanta International Airport.



Historic Mural at City Hall Honors Marjorie Prothro

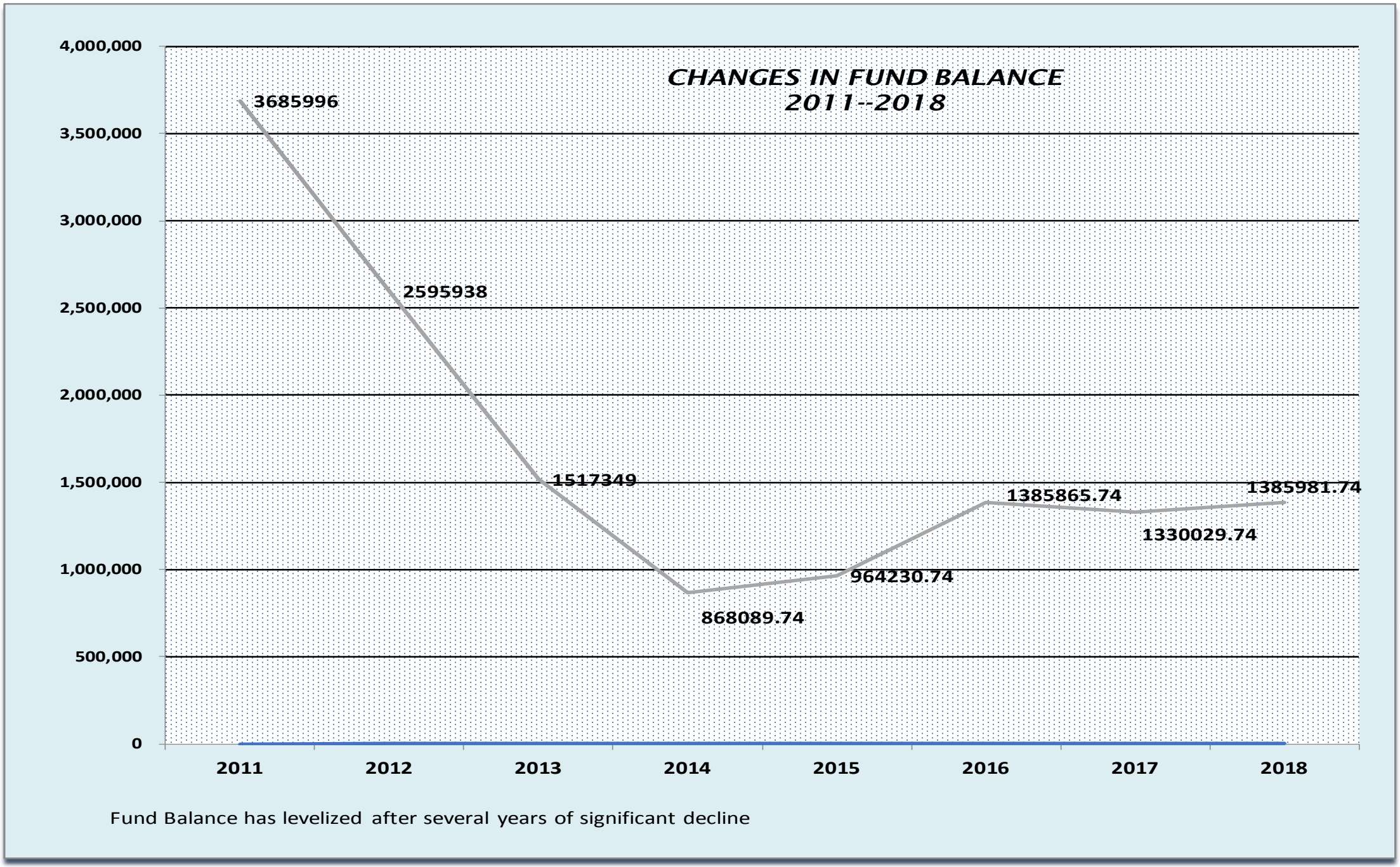
- The Hapeville Main Street Board presented an historic and beautiful artwork featured on the side wall of Hapeville City Hall.
- The artist Charmain Minniefield pays tribute to the first African-American Hapeville business owner, Ms. Marjorie Prothro.



Financial Position

Changes in Fund Balance

Property Taxes

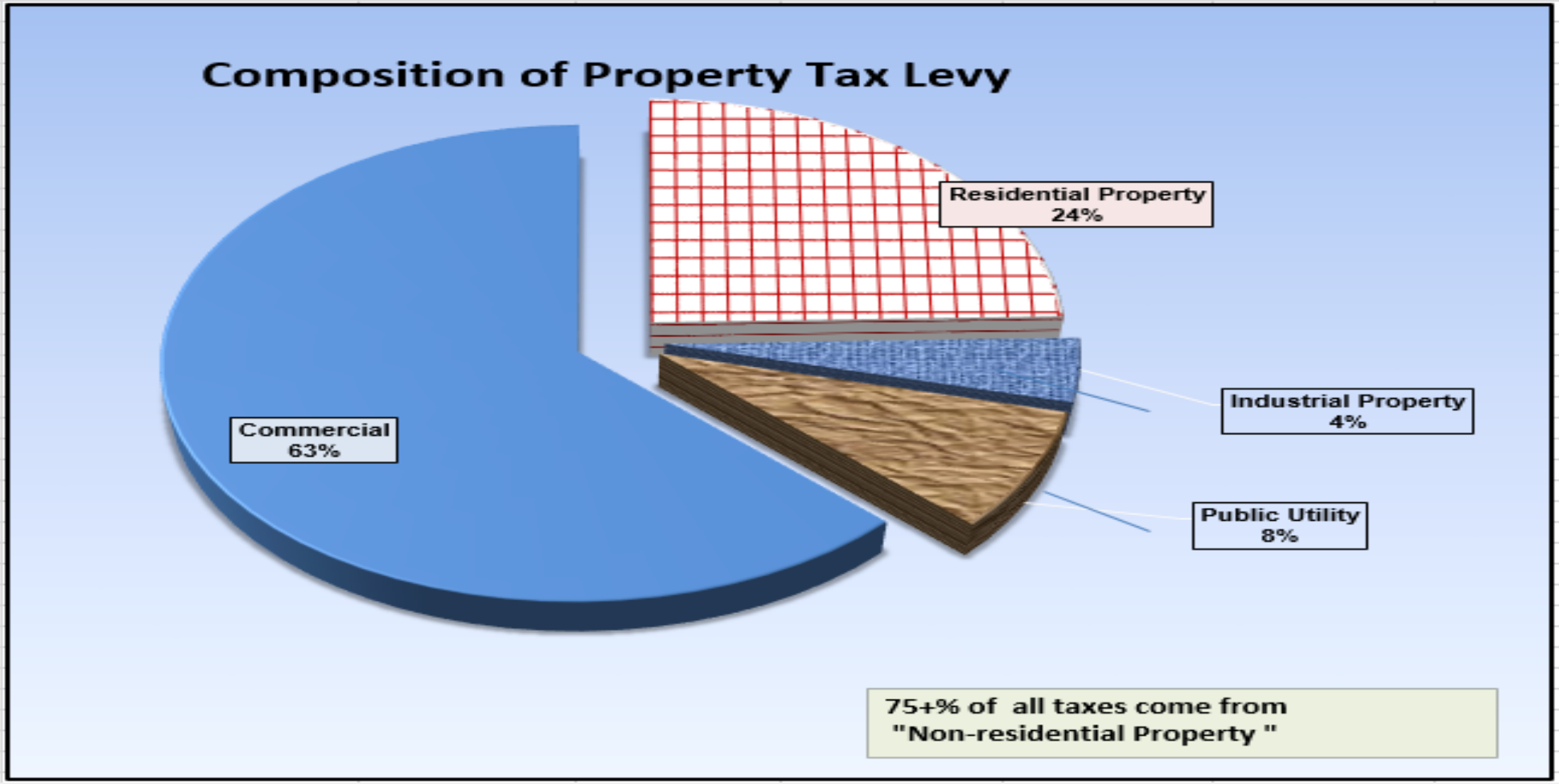


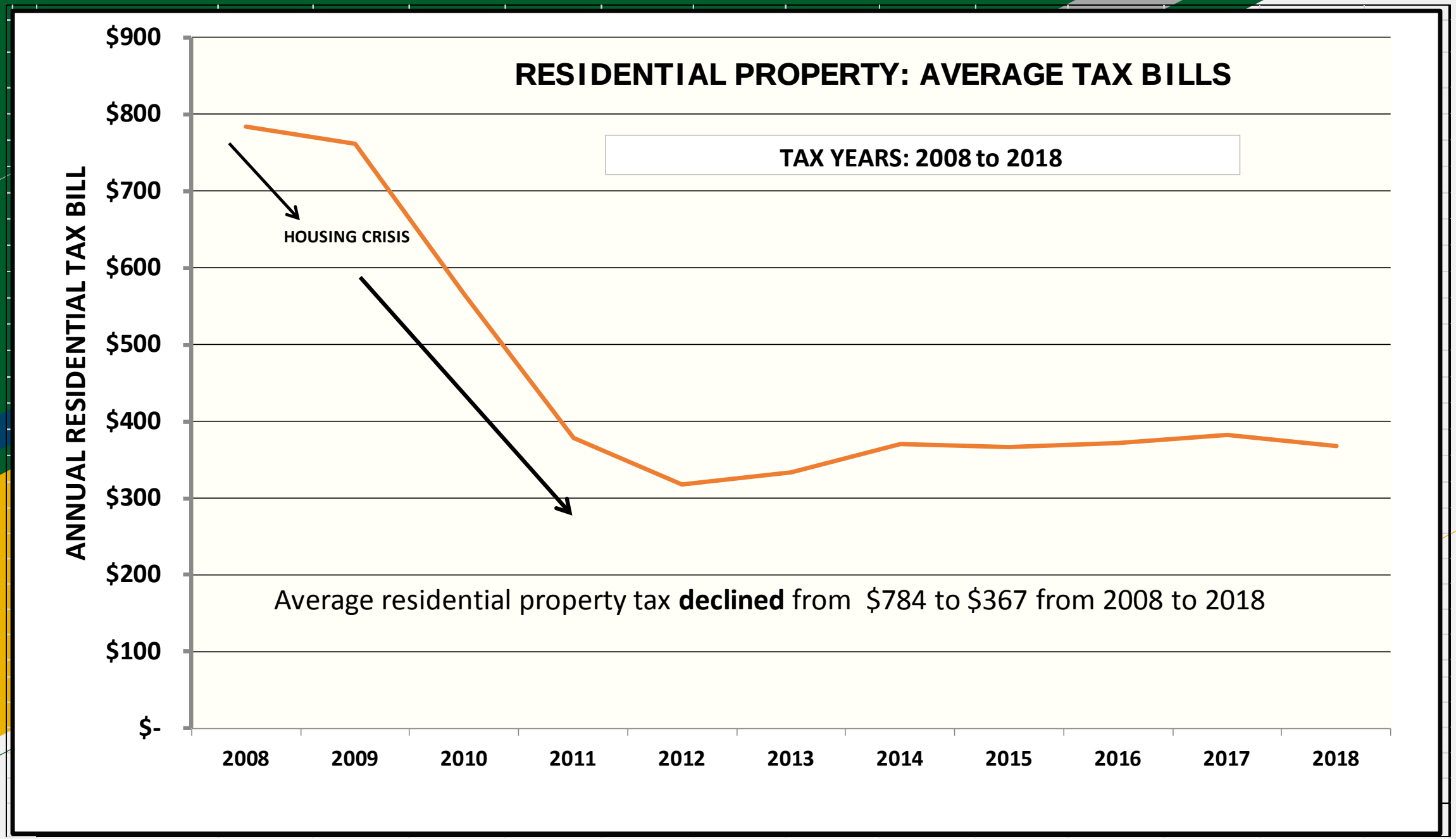
Fund Balance has levelized after several years of significant decline

GENERAL FUND

ASSESSED VALUE OF TAXABLE PROPERTY ---------BY SOURCE

	2014	2015	2016	2017	2018	% of Total
Residential	46,201,180	45,694,000	48,282,180	47,598,750	95,981,100	24.5%
Commercial	221,817,397	221,178,849	246,085,831	360,684,028	296,483,259	75.5%




RESIDENTIAL PROPERTY: AVERAGE TAX BILLS
TAX YEARS: 2008 to 2018
ANNUAL RESIDENTIAL TAX BILL
$900
$800
$700
$600
$500
$400
$300
$200
$100
$-
HOUSING CRISIS
Average residential property tax **declined** from $784 to $367 from 2008 to 2018
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018

City Services

Departmental Highlights and Goals

Finance Department



Finance Department:

2018 Accomplishments

- Awarded the National GGFOA Certificate for Achievement in outstanding reporting for fifth sequential year
- Improved internal controls by training, staffing, documentation of transactions, separation of duties and written procedures
- City's "net revenues" totaled $354,755 (2015 to 2018)
- City's General Fund equity increased 41% from $868,090 to $1,222,865.
- General Fund "balanced budget" from 2015 to 2019 (no erosion of "Fund Balance" - equity)

Finance Department:

2019 Goals

- Continue to Improve City's Financial Condition: Fund Balance/equity and available cash.
- Increase Revenues with new sources, improved collections and enhancements.
- Continue training of accounting staff
- Improve Financial Report Preparation and Timing
- Provide Support for Annual Budget Process
- Improve execution and support of annual audit and financial report

IT Department

IT Department:

2018 Accomplishments

- Core network infrastructure refresh
  - Standardize on Meraki platform
  - Replaced aging unsupported equipment
- Replaced and modernized phone systems
  - Implemented Webex calling system
- Implemented user cyber security training
  - Quarterly testing of users
    - Users that failed are required to retake training course
- Workstation refreshes

IT Department: 2019 Goals

- Continue workstation refresh
  - Prioritizing off of age
  - Prioritizing off of department
- Update IT Roadmap for advancing technologies and Create a three year plan

Police Department



Police Department:
2018 Accomplishments

Continued outreach initiatives to citizens through participation in Safetyville Summer Camp, National Night Out, Trunk or Treat, Lunch with Leos and Story Time Reading with Hapeville Elementary School students.









National Night Out 2018

Police Department:
2018 Accomplishments

- Continued to keep staffing vacancies a top priority. Hired four full-time Police Officers, one part-time/Reserve Police Officer, one full-time Assistant Court Clerk and one full-time Code Enforcement Officer.
- Successfully managed three promotional assessments to fill vacant supervisory positions throughout the agency.
- Upgraded equipment to improve efficiency to include: new Motorola Radios, two License Plate Readers to patrol cars, three additional cameras around the Doc Morris Baseball Fields, replaced portable fingerprint identification device, started the process for a paperless court system, and started the process of implementing an electronic warrant system.

Police Department:
2018 Accomplishments

- Hapeville patrol officers began actively networking with officers from other Metro Atlanta police departments in real time using a secure law enforcement app.
- E911 center processed 38,740 incoming administrative and service related calls. Police responded to 5,992 calls with an average response time of 1 minute 55 seconds. Code Enforcement created 975 new cases.
- Due to cost and maintenance, the Police Department's State Certification and CALEA, National Accreditation programs were eliminated. This decision effectively eliminated one additional full-time Accreditation Manager position causing an expected savings of nearly $80,000 annually.

Police Department: 2019 Goals

- The department will be focusing on our greatest asset, our employees. We recognize the importance of maintaining a motivated workforce, well equipped, trained and able to provide the level of service the citizens of Hapeville expect. We recognize that ensuring employee longevity and institutional knowledge is paramount for the success of the operation.

Fire Department



Fire Department:
2018 Accomplishments

- Participated in 8,700 hours of emergency response training.
- Conducted a 4-month, in-house, Advanced Firefighter course.
- Worked to establish Intergovernmental agreements for the provision of mutual aid.
- Continued to expand Community Risk Reduction programs
- Average Emergency Response time 2:14.





Fire Department:
2018 Accomplishments

- Worked with Community Services to recover $89,000 from FEMA, in disaster relief funds from Hurricane Irma.
- Collected money for the Hapeville Toys for Kids project: approximately $3,000.
- Collected money for the Georgia Firefighter Burn Foundation: approximately $3,000.
- Ordered a new ambulance in FY18-19.





Fire Department: 2019 Goals

- Encourage larger participation in community safety programs (CERT, First Aid, BLS, CPR) through direct communication via the water bills and neighborhood associations.
- Expand emphasis on emergency management and disaster preparation.
- Work to expand emphasis on providing adequate staffing for all emergency response apparatus in accordance with NFPA 1710





- Work to Achieve Insurance Services Office (ISO) rating of Class I F.D.
- Place our newly purchase ambulance in service.

Community Service Department



Community Services:
2018 Accomplishments

- New playground was installed in the Virginia Park Neighborhood; funded with Community Development Block Grant Funds.



Community Services:
2018 Accomplishments

- The Dogwood Streetscape is a grant project that was completed in 2018. This project consisted of new sidewalks, new planters, new pedestrian street lighting and new paving.





Community Services: 2019 Goals

- Completion of Hapeville Theater
- Completion of the Rail Facilities Corridor Improvement Project Completion of the Loop Road Streetscape Project
- Completion of the AMI Water Metering Project



Recreation Department





Recreation Department:
2018 Accomplishments



- For the fifth consecutive year, the Recreation Department was awarded the non – matching grant “Bright from the Start” from the State of Georgia. This grant enables the Recreation Department to feed children breakfast and lunch who are registered in the Busy Bee Summer Camp program or resides in the City of Hapeville for free during the months of June and July.

Recreation Department:

2018 Accomplishments

- Held the First Annual La Fiesta del Cinco Hapeville Festival.
- Absorbed the administration responsibilities of the Coffee and Chrome car series.
- Produced or assisted in providing 20 special events for the community.





Recreation Department:

2018 Accomplishments

- Fielded 44 youth athletic teams, in five different sports, that played over 400 athletic contests without any significant injury to the participants. Yielding five league champions, three league runner ups, one district champion and one state runner up.



Hapeville Football Team



Recreation Department:
2019 Goals

- Continue to search for grants and sponsors that will help offset the cost of programming.
- Introduce new and innovative programs to offer to our citizens.
- Provide recreational offerings at parks that are targeted to a particular age demographic, particularly those facilities that would expand the opportunities for teens, senior citizens, and families.

Economic Development Department



Economic Development:
2018 Accomplishments

- Continued seeking grants in support of public art projects and completion of artwork of two crosswalks through a grant from KaBoom! to promote kids to play everywhere.
- Continued Intergovernmental Relations efforts resulting in spotlight on Hapeville at the Annual Aerotropolis Event highlighting Hapeville's continued partnership and support of the Community Improvements District (CID) planning efforts.
- Increased communication efforts through various social media campaigns and an "E-News" option to promote Department and City activities and initiatives.

Economic Development:
2018 Accomplishments

- Continued implementation of the City's LCI master plan recommendations through the Wayfinding and Virginia Avenue Roundabout Study and Demonstration Project which will examine the options for the development of a roundabout at the Virginia Ave/Doug Davis/Clay Place/ Hamilton Avenue Intersection.
- Established the City as a "Camera Ready" community by adopting the 2018 Film Policy which established guidelines for television, music, and film production companies that pursue media opportunities within the City.

Economic Development:
2019 Goals

- Creation of a Hapeville Welcome Packet: including information for city services, events and marketing.
- Continue creation of a citywide business data collection to improve business communications and increase accuracy of tracking growth and trends that is useful for staff, potential investors and state agencies.
- Continue seeking grants, managing incentive programs including the Opportunity Zone, and leveraging public/private partnerships and resources for business attraction.

Planning and Zoning



Recognition:



- Hapeville was selected by the American Planning Association – Georgia Chapter as the Small-Scale Winner for Outstanding Planning Process for the 2017 Comprehensive Plan/LCI Study Update.

Planning & Zoning:
2018 Accomplishments

- Awarded the Livable Centers Initiative (LCI) study grant for implementation of the LCI master plan recommendations.
- Awarded the Community Development Assistance Program from the Atlanta Regional Commission for a parking study and affordable housing technical grant.

Planning & Zoning:
2018 Accomplishments

- Fast tracked and processed review of several key developments including RaceTrac, Embassy Suites, and a 22,000-sf mixed-use development.
  - Embassy Suites – 174-room, 156,900-sf hotel located at 3399 International Boulevard. The Developer is YM Hospitality. Construction will begin in 2019!
  - A 22,000-sf mixed-use commercial/retail development located at 917 Virginia Avenue. The Developer is Rajesh Patel. Construction will be in 2019!

EMBASSY SUITES



Planning & Zoning:
2018 Accomplishments

- Initiated essential text amendments to the Home Occupation, Arts Overlay District, and Restaurant ordinances.
- Updated the Future Land Use Map (FLUM) as part of the Comprehensive Plan process.

Planning & Zoning: 2019 Goals

- Coordinate the LCI Study grant for the Virginia Avenue wayfinding and roundabout study and demonstration.
- Re-adopt the Official Zoning Map.
- Continue to expedite review/approval of all applications: rezoning, variances, appeals, special use permits, site plan, design review, occupational tax and signs.

Main Street



Main Street:
2018 Accomplishments

- Obtained $13,000 in grants towards transforming the Pedestrian Bridge into public art.
- Through the selection process and film attendance, the Board supported and volunteered with the South Arts Film Series.
- Continued Support for the South Arts Film Festival.

Main Street: 2019 Goals

- Continue to align the program with the National Program
- Higher participation for training opportunities
- Continue supporting Hapeville as a regional arts destination
- Establish and Maintain a Business Ambassador Program







Ribbon Cuttings

Human Resources



Human Resource Department:
2018 Accomplishments

- Revised and updated the Employee Handbook
- Changed the healthcare insurance from an HMO to an Open Network
- Completed Open Enrollment for Full-time Employees and Retirees
- Filled critical positions – City Manager, City Clerk, Asst. Finance Director
- Implemented ACA with Paycom
- Continued Organization for Personnel Files

Human Resource Department:
2019 Goals

- Electronic Job Application
- Employee Page for general information (i.e. Employee Handbook, Onboarding information, Benefit information)

City Clerk's Office



City Clerk's Office

2018 Accomplishments

- Earned 2018 Municipality Qualifying Certification
- Implemented onsite shredding process
- Prepared for March 2019 Special Election
- Led the Copier Services RFP and selection process
- Codified Code of Ordinances
- Updated City Website with Alcohol License and Renewal Process Info.
- Processed 219 Open Records Requests
- Processed 4 Alcohol Application Requests

City Clerk's Office

2019 Goals

- Continue Educational Courses to maintain City Clerk Certification
- Assist in implementing Live Streaming/Video and Agenda Management Software
- Revamp Filing System for Physical and Electronic files in Clerk's Office to include searchable tool for easier access to records



Presentation of 2018 Audit Results

City of Hapeville, Georgia

100 years
MAULDIN & JENKINS
a century of success

Agenda

- Engagement Team
- Results of the 2018 Audit
- Financial Trends
- Comments, Recommendations, and Other Issues
- Questions

Engagement Team

- Mauldin & Jenkins, LLC
  - Founded in 1918 – **serving clients for 100 years!**
  - Large regional firm serving the Southeastern United States.
  - Offices located in Macon, Atlanta, Albany, Savannah, Bradenton, FL, Chattanooga, TN, Columbia, SC and Birmingham, AL employing approximately 300 personnel.
  - In addition to our governmental practice, we have large banking, healthcare, not-for-profit, benefit plan and tax practices.
- Mauldin & Jenkins, LLC; Governmental Sector
  - Largest specific industry niche served by the Firm representing 25% of Firm practice.
  - Serve more governmental entities in Georgia than any other certified public accounting firm requiring over 80,000 hours of service on an annual basis.
  - Approximately 100 professional staff persons with current governmental experience.
  - Current auditor for almost 400 total governments in the Southeast, including approximately:
    - 110 cities (including 9 of 10 largest cities in Georgia);
    - 50 counties (including 7 of the 10 largest in Georgia);
    - 50 school systems (8 of the 10 largest in Georgia);
    - 40 state entities; and,
    - 100 special purpose entities (stand-alone business type entities, libraries, etc).
- Engagement team leaders for the City of Hapeville
  - Doug Moses, Engagement Partner
  - Matt Hill, Quality Review Partner
  - Josh Carroll, Engagement Manager

Results of June 30, 2018 Audit

- Our Responsibility Under Auditing Standards Generally Accepted in the United States of America (GAAS) and Government Auditing Standards (GAS)
  - Our audit was performed in accordance with GAAS and GAS.
  - We considered the internal control structure for the purpose of expressing our opinion on the City's basic financial statements and not for the purpose of providing assurance on the internal control structure.
  - Our objective is to provide reasonable—not absolute—assurance that the basic financial statements are free from material misstatement.
  - The basic financial statements are the responsibility of the City's management.
- Report on 2018 Basic Financial Statements
  - Unmodified ("clean") opinion on basic financial statements.
  - Presented fairly in accordance with accounting principles generally accepted in the United States of America (GAAP).
  - Our responsibility does not extend beyond financial information contained in our report.
- Report in accordance with the Uniform Guidance ("Single Audit Report)
  - Unmodified ("clean") opinion for all direct and material compliance requirements

Required Communications

- Significant Accounting Policies
  - The significant accounting policies used by the City are described in Note 1 to the basic financial statements.
  - In considering the policies used by the City, we noted they are in accordance with generally accepted accounting principles and similar government organizations with no significant new policies or qualitative aspects of its policies. The City is not involved in any controversial or emerging issues for which guidance is not available.
  - GASB Statement No. 75 relating to the City's OPEB plan was implemented as of July 1, 2017. Restatement of beginning net position was required for this implementation.
- Management Judgment/Accounting Estimates
  - The City uses various estimates as part of its financial reporting process – including valuation of accounts receivable (recording of allowance for uncollectible accounts) and actuarial assumptions.
  - Management's estimates used in preparation of financial statements were deemed reasonable in relation to the financial statements taken as a whole. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting estimates.
- Financial Statement Disclosures
  - The footnote disclosures to the financial statements are also an integral part of the financial statements and the process used by management to accumulate the information included in the disclosures was the same process used in accumulating the statements. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit.

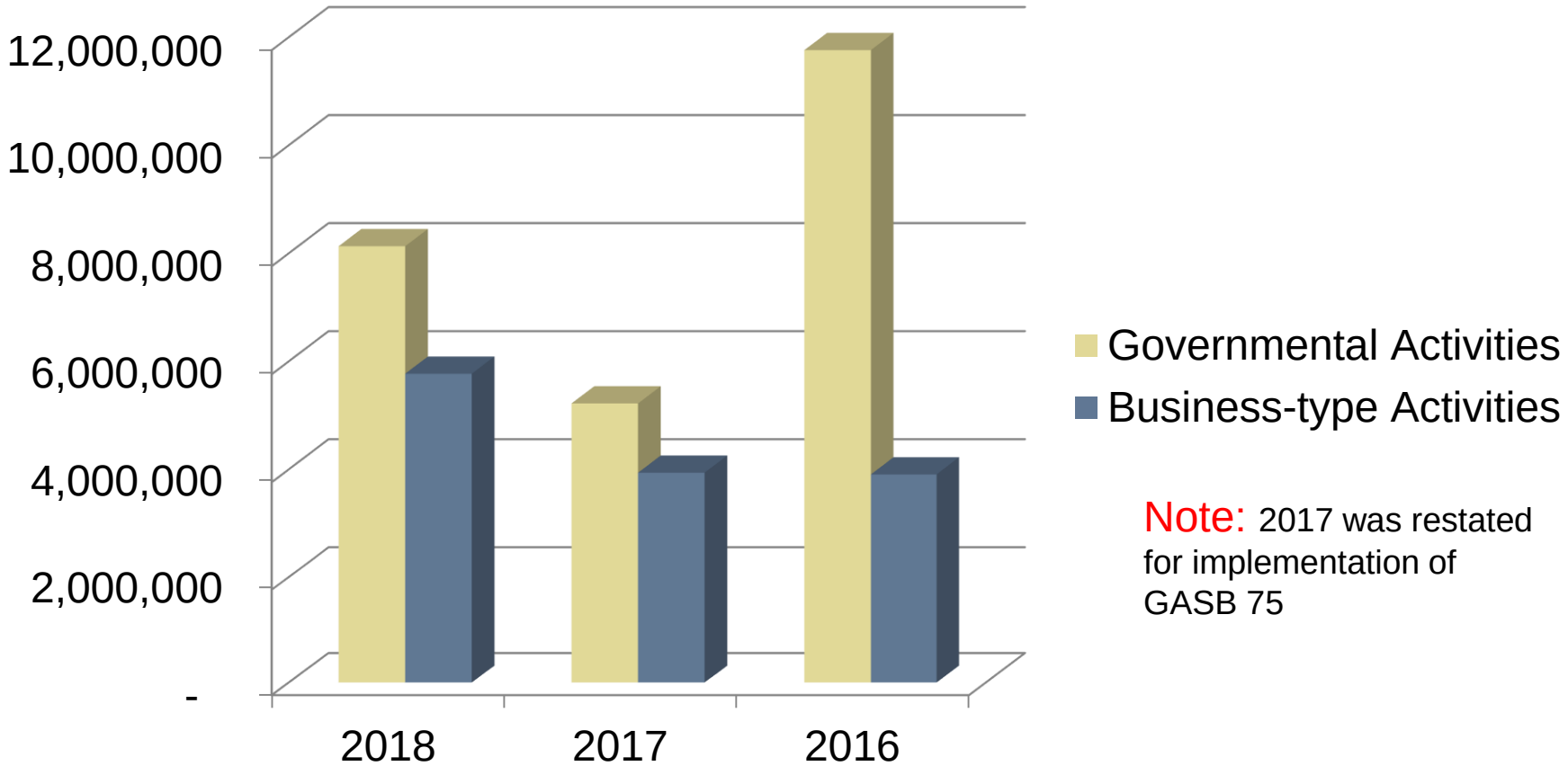
Required Communications (Continued)

- Relationship with Management
  - We received full cooperation from the City's management, staff, and others.
  - There were no disagreements with management on accounting issues or financial reporting matters.
- Audit Adjustments
  - Audit adjustments were proposed to the records of the City and have been recorded in the City's financial statements.
- Passed Audit Adjustments
  - There were no passed adjustments.
- Representation from Management
  - We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

Required Communications (Continued)

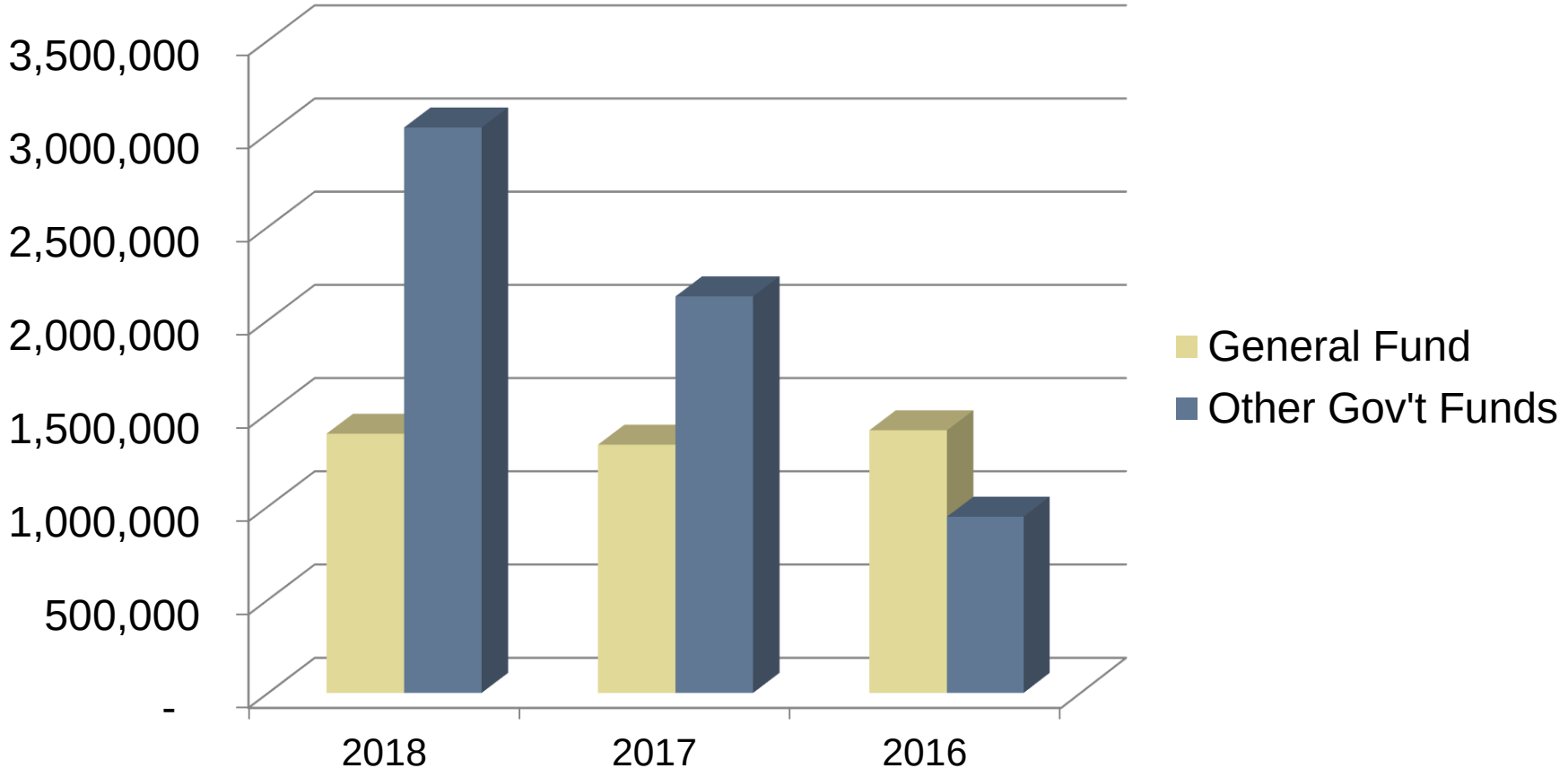
- Consultation with Other Accountants
  - To the best of our knowledge, management has not consulted with, or obtained opinions from, other independent accountants during the year, nor did we face any issues requiring outside consultation.
- Significant Issues Discussed with Management
  - There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.
- Information in Documents Containing Audited Financial Statements
  - Our responsibility for other information in documents containing the City's basic financial statements and our report thereon does not extend beyond the information identified in our report. If the City intends to publish or otherwise reproduce the financial statements and make reference to our firm, we must be provided with printers' proof for our review and approval before printing. The City must also provide us with a copy of the final reproduced material for our approval before it is distributed.
- Auditor Independence
  - In accordance with AICPA professional standards, M&J is independent with regard to the City and its financial reporting process.
  - There were no fees paid to M&J for management advisory services during 2018 that might effect our independence as auditors.

Government Wide Net Position

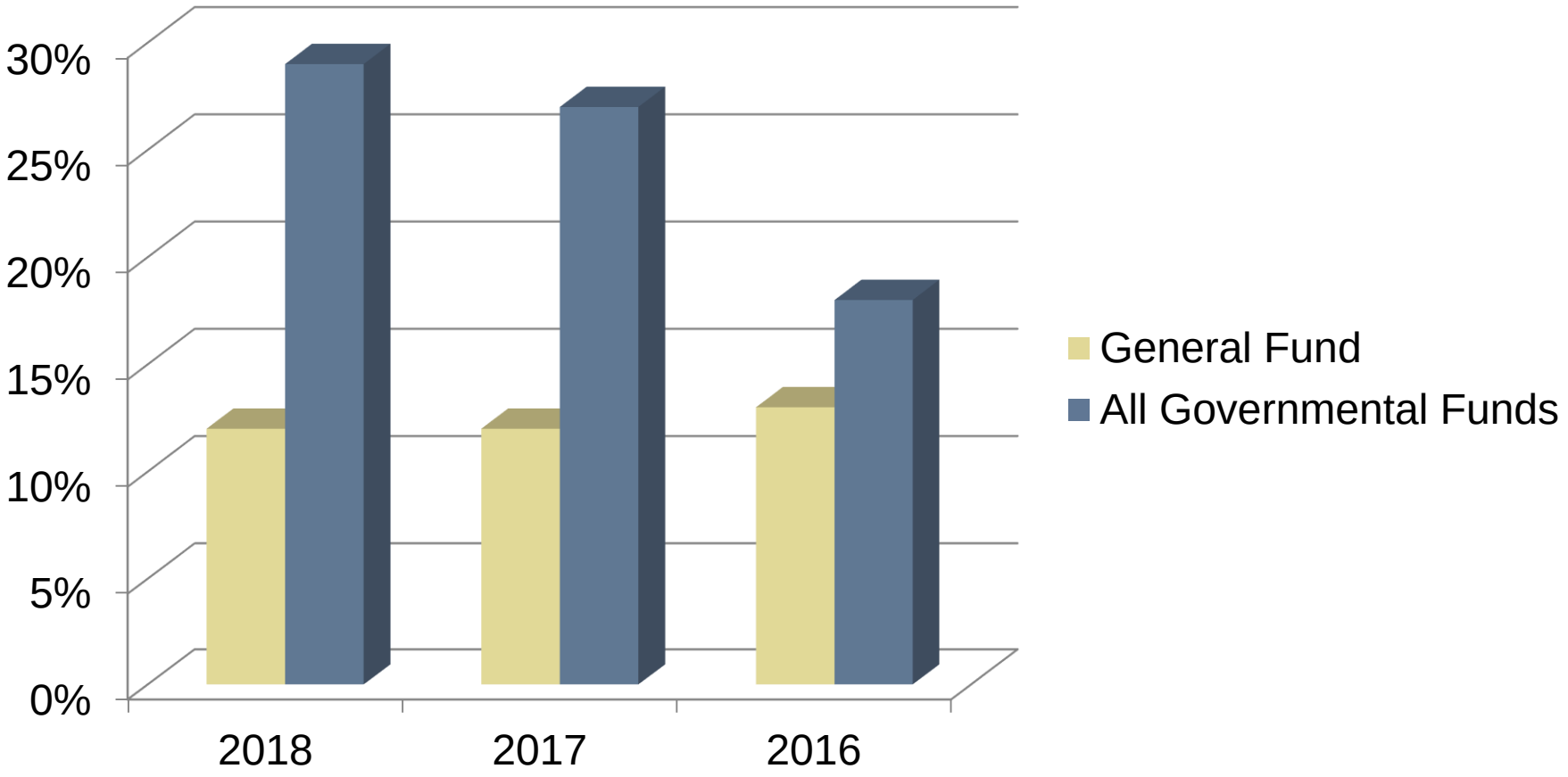


Note: 2017 was restated for implementation of GASB 75

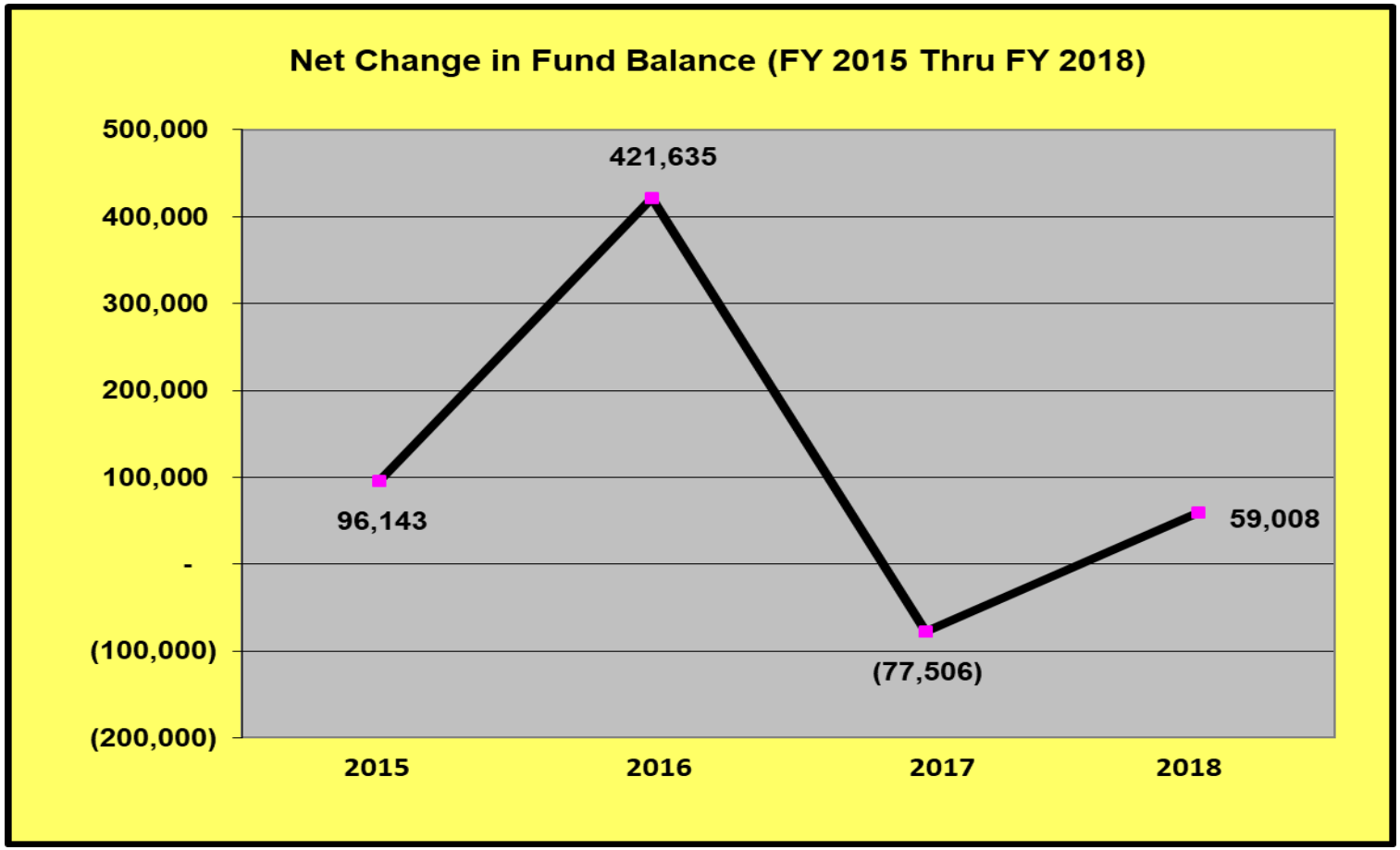
Fund Balance Comparison



Fund Balance as a Percentage of Total Expenditures



General Fund Change in Fund Balance



Comments, Recommendations, & Other Matters

Finding

2018 - 001. Segregation of Duties (Repeat finding)

Criteria: Internal controls should be in place, which provide reasonable assurance that an individual cannot misappropriate funds without such actions being detected during the normal course of business.

Condition: The size of the City's accounting and administrative staff precluded certain internal controls that would be preferred if the office staff were large enough, to provide optimum segregation of duties. We noted the City does not have a formal process for segregating the posting and approval of journal entries. We also noted one employee has the ability to process payroll checks also has the ability to make changes on personnel files and post journal entries.

Context/Cause: We addressed this matter with City officials who understand that the size of the City's accounting and administrative staff precluded certain internal controls, that would be preferred if the office staff were large enough, to provide optimum segregation of duties.

Effects/Possible Effects: Failure to properly segregate duties between recording, distribution, and reconciliation of accounts may allow for errors or irregularities to occur and not be detected in a timely manner by employees in the normal course of performing their assigned functions.

Recommendation: We understand the staffing limitations which result in these overlapping duties; however, we recommend the City's management implement additional controls that would reduce the risk of fraudulent activity and the risk that such activities go unnoticed by management and the Mayor and City Council.

Comments, Recommendations, & Other Matters (continued)

2018 - 002. Fiscal Year End Financial Close and Reporting Controls (Repeat finding)

Criteria: Internal controls should be in place to ensure that all amounts reported within the financial statements are accurate and have been reconciled to subsidiary ledgers and underlying accounting records.

Condition: Due to ineffective controls surrounding the fiscal year-end financial close procedures, certain audit adjustments were necessary at June 30, 2018.

Context/Cause: As a result of our testing, audit adjustments were required as follows:

- To increase taxes receivable and deferred tax revenues by $55,825 in the General Fund to properly record balances.

- To increase revenues and accounts receivables by $76,240 and increase allowance for doubtful accounts by $21,038 in the Stormwater Fund to properly record balances.

- To increase accrued vacation payable by $7,461 in the Solid Waste Fund and $9,875 in the Water & Sewer Fund to properly record its balance at fiscal year end.

- To remove advances recorded in the General Fund and record transfers out for amounts which were determined would not be repaid in the amount of $198,618. A corresponding transfer in was recorded in the Capital Project fund for $134,123 and $64,495 in the Development Authority Fund.

- To remove advances recorded in the Water & Sewer Fund and record transfers out for amount which were determined would not be repaid in the amount of $431,617. A corresponding transfer in was recorded in the Development Authority.

Effects/Possible Effects: Audit adjustments totaling $1,430,910 were required as detailed above.

Recommendation: The City made improvements in this area from the 2017 audit with entries totaling $2,905,973 in 2017. We recommend the City's Finance Department continue to implement and/or strengthen internal controls surrounding the fiscal year-end financial close out procedures.

Comments, Recommendations, & Other Matters (continued)

Management Recommendations for Improvement

1. Cash Reconciliation and Reporting (Repeat) - During our testing of cash, we noted $453.40 in one (1) bank account that was not reported on the trial balance. The activity on this account is considered immaterial. We recommend management develop and implement procedures to ensure that all assets are completely reported at fiscal year-end.

2. Internal Control over Expenditures and Accounts Payable (Repeat) - During our review of internal control procedures over expenditures and accounts payable, we noted that the City does not have formal written policies and procedures in place to ensure restrictions on purchases of goods and services from governing body members, employees, or other suppliers that could create conflict of interest. We recommend the City adopt a formal policy to address this.

3. Credit Card Transactions (Repeat)- During our review of the City's purchasing procedures, we noted that no written policy currently exists which governs the use of credit cards by employees of the City – although procedures are being followed related to this use. In accordance with a sound internal control environment and in order to enhance protections to the City from issues that may arise, we recommend a written policy be adopted and enforced regarding the usage of credit cards.

4. Timely Retrieval or Supporting Documentation (Repeat) - During the audit, we encountered difficulty obtaining the information needed to complete the audit in a timely manner. Significant delays were encountered obtaining the following information: (1) GASB 67/68/75 reports from the City actuary, (2) pension and OPEB census data from the City actuary, (3) grant schedules including the schedule of expenditures of federal awards, (4) utility and property tax receivable and related revenue schedules, (5) capital asset schedules and recording related current year activity in the general ledger. The City made improvements in this area from the 2017 audit and we recommend the City continue to work to ensure these items are prepared in a timely manner.

Comments, Recommendations, & Other Matters (continued)

- New GASB Pronouncements for Future Years
  - GASB Statement No. 83, *Certain Asset Retirement Obligations,* this statement establishes the criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for ARO's. Applicable for June 30, 2019.
  - GASB Statement No. 84, *Fiduciary Activities*, This statement establishes criteria for identifying fiduciary activities with a focus on: 1) whether a government is controlling the assets of the fiduciary activity; and, 2) the beneficiaries with whom a fiduciary relationship exists. Applicable for June 30, 2020.
  - GASB Statement No. 87, *Leases,* will require all lease agreements to be recorded as a liability under full accrual accounting. Many of these leases were previously considered operating leases and payments were expensed as incurred with no liability accrued. Applicable for June 30, 2021.
  - GASB Statement No. 88, *Certain Disclosures Related to Debt*, will add new disclosures related to debt including disclosing any assets pledged as collateral for debt and disclosing terms specified in debt agreements with potential significant financial related consequences. Applicable for June 30, 2019
  - GASB Statement No. 89, *Capitalized Interest,* requires that construction period interest no longer be capitalized for proprietary funds. This statements is only applied prospectively in the year implemented. Applicable for June 30, 2021.
  - GASB Statement No. 90, *Majority Equity Interests,* will change the accounting for a government's investment in another entity in which it acquires a majority equity interest in that entity. Certain investments will be measured using the equity method, some at fair value, and some will result in the acquired entity be reported as a component unit. Applicable for June 30, 2020.

Comments, Recommendations, & Other Matters (continued)

- Other Matters Currently Being Considered by GASB
  - Re-examination of the Financial Reporting Model
  - Capitalization interest costs
  - Debt and Other Footnote Disclosures
  - Revenue and Expense Recognition
  - Social Impact Bond Accounting

Comments, Recommendations, & Other Matters (continued)

FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS

FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free quarterly continuing education for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. Examples of subjects addressed in the past few quarters include:

- CAFR Preparation - GASB Updates - Grant Accounting Processes and Controls - GASB 68 (Pensions)

- Internal controls over revenue and cash receipting and accounts payable, payroll, and cash disbursements

- American Recovery & Reinvestment Act (ARRA) information, issues and updates - Single audits for auditees

- Collateralization of Deposits and Investments - Internal Controls over Accounts Payable, Payroll and Controls

- Policies and Procedures Manuals - Segregation of Duties – GASB 75 (OPEB) – GASB 87 (Leases)

- Data Security and General Information Technology Controls and Best Practices

Communication. In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@mjcpa.com (send corresponding copy to dmoses@mjcpa.com, and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

Conclusion

Comments and Questions?

We appreciate the opportunity to serve the City of Hapeville, Georgia and look forward to continuing to work with the City in upcoming years!

19-PC-04-08

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

Name of Applicant Georgia Communities, Inc.

Mailing Address: 745 Ponce de Leon Terrace

Telephone 256-490-4866 Mobile #same Email phil@georgiacommunities.org

Property Owner (s) Patricia Murray

Mailing Address 2911 Veazey Road, Greensboro, GA, 30642

Telephone _____ Mobile # [redacted]

Address/Location of Property: 325 Sunset Avenue

Parcel I.D. # **(INFORMATION MUST BE PROVIDED):** 1400960060133

Present Zoning Classification: Urban Village Size of Tract: 1.71 acre(s)

Present Land Use: Undeveloped land

Please check the following as it applies to this application

_____Site Plan Review
X Conditional Use Permit
_____Temporary Use Permit Other (Please State) _____

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

Applicant's signature

Date: March 11, 201

Sworn to and subscribed before me

This 12th **day of** March, 20 19.

Notary Public

THOMAS JOSEPH COLLUMS NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 14, 2022

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.)

Project Overview

Hapeville Station Senior Residences is a proposed 74-unit community that will serve seniors ages 55 and above. The development will be located at 325 Sunset Avenue at the southwest corner of Sunset Avenue and King Arnold Street. This location is ideal for independent senior living, as it provides convenient access to amenities such as the Hapeville Senior Center and Downtown Arts District, as well as on-site access to public transportation. We beileve the proposed use is highly responsive to the city's recent Comprehensive Plan Update / LCI Study noting opportunities for residential development within downtown's gateway zones. In addition to contirbuting to the ongoing revitalization of the area, Hapeville Station is being intentionally planned to promote innovative aging-in-place strategies for local seniors. Our team is partnering with Georgia Tech's HomeLab research initiative to deploy technologies that promote health, wellness and independence for older adults.

Request

The site for Hapeville Station is currentlly zoned Urban Village. This application package is being submitted to formally request a conditional use approval from the city, as required for proposed multifamily uses in the Urban Village zone.

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:

369 North Central Ave Hapeville
325 Sunset Ave Hapeville

City of Hapeville, County of Fulton, State of Georgia

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

Name of Applicant Georgia Communities, Inc.

Address of Applicant
745 Ponce de Leon Terrace, Atlanta, GA 30306

Telephone of Applicant
256-490-4866

Patricia Murray
Signature of Owner

Patricia Murray
Print Name of Owner

Personally Appeared Before Me this 8th day of March, 2019.

Casey Colgan
Notary Public

CASEY COLGAN NOTARY PUBLIC PUTNAM COUNTY, GA EXPIRES GEORGIA February 13, 2022

Site Plan Checklist – Please include with your application.

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

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

PE____ 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.

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

PE____ 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.

PE____ 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).

PE ____ 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.

PE ____ 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.

PE ____ Existing and proposed grades at an interval of five (5) feet or less.

PE ____ 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).

PE ____ A Landscape Plan: The location and approximate size of all proposed plant material to be used in landscaping, by type such as hardwood deciduous trees, evergreen trees, flowering trees and shrub masses, and types of ground cover (grass, ivies, etc.). Planting in parking areas should be included, as required in Section 93-23-18.

PE ____ 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.

PE ____ 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.

PE ____ 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.

PE ____ Provisions for both on-site and offsite storm-water drainage and detention related to the proposed development.

PE ____ Location and size of all signs. Detached single-family residential development may be exempt from this requirement.

*We have included photos of similarly scaled developments in lieu of elevations

PE ____ Typical elevations of proposed building provided at a reasonable scale (1/8" = 1'0") and include the identification of proposed exterior building materials. Exterior elevations should show <u>all</u> sides of a proposed building.

PE ____ Site area (square feet and acres).

PE ____ 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.

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

PE ____ Total floor area ratio and/or residential density distribution.

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

PE ____ 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.

Applicant Signature: _____

Date<u>March 11, 201</u>

Legal Description

ALL that tract or parcel of land lying and being in Land Lot 96 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the Southwest corner of King Arnold Street and Sunset Avenue *(formerly Sunset Street)*, if said street lines were extended to form an angle instead of a curve; running thence South along the West side of Sunset Avenue, 390.83 feet to an iron pin found; thence North 78 degrees 42 minutes 54 seconds West along the North line of property now or formerly owned by Wendy's, 193.15 feet to an iron pin found; thence North 01 degree 07 minutes 43 seconds East, 399.9 feet to an iron pin found on the Southwesterly side of King Arnold Street; thence Southeasterly along the Southwesterly side of King Arnold Street, 191.51 feet to a point on the West side of Sunset Avenue, if extended, and the point of beginning; LESS AND EXCEPTING that portion of the above described property used in rounding the corner of King Arnold Street and Sunset Avenue.

Known as 325 Sunset Avenue, Hapeville, GA 30354

HAPEVILLE STATION SENIOR RESIDENCES

Project Report
City of Hapeville Planning Commission Application
March 12, 2019

GEORGIA
COMMUNITIES

Project Overview

Hapeville Station Senior Residences is a proposed 74-unit community that will serve seniors ages 55 and above. The development will be located at 325 Sunset Avenue at the southwest corner of Sunset Avenue and King Arnold Street. This location is ideal for independent senior living, as it provides convenient access to amenities such as the Hapeville Senior Center and Downtown Arts District, as well as on-site access to public transportation. We believe the proposed use is highly responsive to the city's recent Comprehensive Plan Update / LCI study noting opportunities for residential development within downtown's gateway zones. In addition to contributing to the ongoing revitalization of the area, *Hapeville Station* is being intentionally planned to promote innovative aging-in-place strategies for local seniors. Our team is partnering with Georgia Tech's HomeLab research initiative to deploy technologies that promote health, wellness and independence for older adults.

Conditional Use Request

The site for *Hapeville Station Senior Residences* is currently zoned Urban Village. This information package is being submitted to formally request a conditional use approval from the city, as required for proposed multifamily uses in the Urban Village zone.

Development Character

Hapeville Station will deliver 74 one-bedroom and two-bedroom units within a single, 4-story building. The development will fully comply with the city's architectural requirements and will seek to promote the pedestrian-friendly environment sought within the Urban Village zone. The development's scale, orientation on the site, and façade are being carefully designed to integrate with the downtown corridor as it transitions to low-density residential neighborhoods. Attached to this summary as Exhibit A are recent developments reflecting the scale, exterior and interior amenities that will be included in *Hapeville Station*, courtesy of our architect Martin Riley & Associates.

Property Details

Georgia Communities, Inc. will be purchasing 325 Sunset Avenue (parcel I.D. 14009600601 33), totaling 1.71 acres, from current owner Patricia Murray. Our Purchase & Sale Agreement demonstrating site control is attached to this form as Exhibit B. We will also be entering an agreement with Ms. Murray to utilize 0.51 acres of the adjacent parcel (#14009600060125), as shown our site plan, to accommodate the required 74 off-street parking spaces. We will be

jointly submitting the required documentation to the city's Board of Appeals for approval of our proposed parking plan, as allowed in Section 93-23-12 of Hapeville's Code of Ordinances. The combined total acreage of the Hapeville Station concept is 2.22 acres.

Development Schedule

Georgia Communities, Inc. will be applying to the Georgia Department of Community Affairs (DCA) for an allocation of housing tax credits necessary to finance the project. Each year DCA allocates tax credits in a competitive process in order to increase the supply of workforce and senior housing. Through the equity raised from the sale of credits, we will be able to deliver a market-rate quality development that maintains affordability for prospective senior residents. Rental rates are expected to range from $550 to $800, well below available rents at comparable developments.

Although DCA does not publish its internal deadlines for selecting applications, based on prior experience we anticipate the following:

- May 23- application for *Hapeville Station* submitted to DCA
- November 1, 2019- DCA provides notice of selection
- February 28, 2020- anticipated closing date and commencement of construction
- October 2021- construction completion

Project Team

Georgia Communities, Inc. and co-developer Paladin, Inc. have extensive experience in the successful development and ownership of workforce and senior housing. Our combined portfolio totals 35 properties and 1,596 units across the Southeast. We specialize in partnering with local communities to create high-quality housing that is managed with excellence over the long-term. Occupancy across our portfolio stands at 96%, with lengthy wait lists typical in our senior communities. We seek to deliver housing concepts that help seniors live active, healthy lives in their own communities, and we are excited for the opportunity to deliver this experience at *Hapeville Station*.

Exhibit A – Similar Project Concepts



ASHFORD PARKSIDE
SENIOR RESIDENCES















ALLEGRE POINT

DEKALB COUNTY, GEORGIA



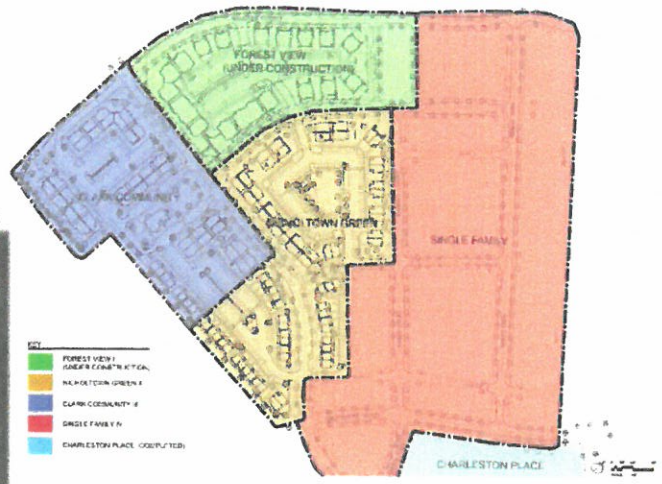
MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.



CHARLESTON PLACE AT HERITAGE - GREENVILLE, SC







HERITAGE MASTER PLAN

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.











GALLERIA MANOR OF SMYRNA

SMYRNA, GA 7/19/2010

COMMERCIAL PURCHASE AND SALE AGREEMENT

Offer Date: MARCH 11, 2019

Georgia REALTORS®

2019 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.
   a. **Property Identification:** Address: 325 Sunset Ave + 0.514 acres of 369 N. CENTRAL AVE
   City HAPEVILLE, County _____, Georgia, Zip Code _____
   MLS Number: _____ Tax Parcel I.D. Number: 140096 000 60133
   b. **Legal Description:** The legal description of the Property is *[select one of the following below]*:
   ☒ (1) attached as an exhibit hereto;
   ☐ (2) the same as described in Deed Book _____, Page _____ of the land records of the above county; OR
   ☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.	3. Closing Costs.
$ 1,340,000	Seller's Contribution at Closing: $ -0-
4. Closing and Possession. a. Closing Date: On or before 2/28/20	b. Seller Retains Possession of Property Through: Closing
5. Holder of Earnest Money ("Holder"). Old Republic National Title Co.	6. Closing Attorney/Law Firm. Coleman Talley LLP

7. **Earnest Money.** Earnest Money shall be paid by ☒ check ☐ cash or ☐ wire transfer of immediately available funds as follows:
   ☒ a. $ 7,500 as of the ~~Offer Date~~ binding agreement date - see special stip #1
   ☒ b. $ 22,500 within 10 days from the Binding Agreement Date.
   ☒ c. 75,000 see special stips #1 Hard May 23, 2019

8. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 7 days from the Binding Agreement Date.

9. Buyer shall have _____ days from the Binding Agreement Date in which to furnish written title objections to Seller.

10. Seller shall deliver Due Diligence Materials to Buyer within _____ days from Binding Agreement Date.

11. Buyer ☒ may OR ☐ may not assign this Agreement in accordance with the terms of this Agreement.

12. Disputes regarding earnest money shall be resolved by a reasonable interpretation by ☐ Holder; OR ☒ arbitration.

13. **Brokerage Relationships in this Transaction.**

a. Selling Broker is Lake Area Realty and is:	b. Listing Broker is Lake Area Realty and is:
(1) ☐ representing Buyer as a client.	(1) ☒ representing Seller as a client.
(2) ☒ working with Buyer as a customer.	(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.	(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.	(4) ☐ acting as a designated agent where: _____ has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows: _____

14. **Time Limit of Offer.** The Offer set forth herein expires at _____ o'clock ____.m. on the date _____.

Buyer(s) Initials P. E. Seller(s) Initials BM

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B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

2. **Due Diligence.** Buyer has paid Seller the sum of ~~$25~~ $1,500, the receipt of which is hereby acknowledged by Seller, as option money for Buyer having the right to terminate this agreement during the Due Diligence Period. Prior to closing, Buyer and Buyer's agents shall have the right to enter upon Property at Buyer's expense, and at reasonable times, to inspect, survey, examine, and test Property as Buyer may deem necessary as part of Buyer's acquisition of Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. During the Due Diligence Period Buyer may evaluate Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's earnest money in accordance with the earnest money paragraph below.

3. **Earnest Money.**
   a. **Receipt:** In the event Buyer terminates this Agreement during the Due Diligence Period or does not otherwise close this transaction, Buyer shall promptly return all Due Diligence materials to Seller. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) ~~five (5)~~ 10 banking days after the Binding Agreement Date hereunder or (b) ~~five (5)~~ 10 banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have 3 banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.
   b. **Entitlement to Earnest Money:** Subject to the Disbursement of earnest money paragraph below:
      (1) Buyer shall be entitled to the earnest money upon: (a) failure of the parties to enter into a binding agreement; (b) failure of any contingency or condition to which this Agreement is subject; (c) termination of this Agreement due to the default of Seller; (d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or (e) upon the closing of Property.
      (2) Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.
   c. **Disbursement of Earnest Money:** Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding earnest money; or (d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.
   d. **Disputes Regarding Earnest Money:** In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute in accordance with method selected on the cover page of this Agreement.
      (1) **Reasonable Interpretation by Holder:** In the event earnest money disputes are to be resolved by Holder herein, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 10 days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.
      (2) **Arbitration:** In the event arbitration is selected as the method to resolve earnest money disputes, such disputes shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award.

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4. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer: (a) a Closing Statement; (b) Limited Warranty Deed; (c) FIRPTA Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986); (d) an Affidavit of Seller's Residence Regarding Georgia Withholding Tax, establishing that Seller is exempt from the requirements of O.C.G.A. § 48-7-128, the Georgia Withholding Statute (or Affidavit of Exemption or Affidavit of Seller's Gain, if withholding is required); (e) a transfer tax declaration form properly signed and executed by Seller; and, (f) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy, including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Georgia commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to the Permitted Exceptions and evidence reasonably satisfactory to Title Company of its due and proper authority and power to perform its obligations hereunder. In addition, Seller shall deliver to Buyer at Closing all documents/items indicated in Exhibit "C", if any. (All documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents".)

5. **Conditions to Closing.**
   a. **Conditions in Favor of Buyer:** The obligation of Buyer to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
      (1) All representations and warranties of Seller made herein shall remain true and correct;
      (2) Seller shall have performed all of the covenants undertaken by Seller in this Agreement to be performed by Seller at or prior to Closing;
      (3) Seller shall have delivered to the Buyer properly executed originals of Seller's Closing Documents;
      (4) There shall have been no material adverse change in the physical condition of Property, except as otherwise provided for in this Agreement; and
      (5) The issuance at Closing of the Title Policy (or marked binder), with all standard exceptions deleted and subject only to the Permitted Exceptions.
   b. **Conditions in Favor of Seller:** The obligation of Seller to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
      (1) All representations and warranties of Buyer made herein shall remain true and correct;
      (2) Buyer shall have performed all of the covenants undertaken by Buyer in this Agreement to be performed by Buyer at or prior to Closing; and
      (3) Buyer shall have: (a) delivered to the Seller properly executed originals of the transfer tax declaration form, title policy documents, closing statement, and any other documents identified in Exhibit "C" that require Buyer's signature; and (b) paid the Purchase Price, plus or minus prorations and adjustments, to Seller.

6. **Costs.**
   a. **Seller's Costs:** Seller shall pay the amount of Seller's Monetary Contribution at Closing, if any, referenced in this Agreement, the cost of recording any title curative document, including, without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement terminations; all deed recording fees and the fees of Seller's counsel.
   b. **Buyer's Costs:** Buyer shall pay the cost of Buyer's counsel and consultants; all transfer taxes; any costs in connection with Buyer's inspection of Property and any costs associated with obtaining financing for the acquisition of Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents); and the cost of any title examination, survey of the Property obtained by Buyer and any owner's or lender's title insurance.

7. **Taxes and Prorations.** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing; rents, tenant improvements costs and leasing commissions on Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

8. **Title.**
   a. **Warranties of Seller:** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to Property to Buyer by limited warranty deed, subject only to the following exemptions:
      (1) Liens for ad valorem taxes not yet due and payable;
      (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below.
      (3) Those Permitted Exceptions attached hereto and incorporated herein as an exhibit to which Buyer has agreed not to object. For all purposes under this Agreement, "Good and marketable, fee simple title" with respect to Property shall be such title: (a) as is classified as "marketable" under the Title Standards of the State Bar of Georgia; and (b) as is acceptable to and insurable by a title insurance company doing business in Georgia ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

b. **Title Objections:** Seller shall have until the Closing to cure all valid title objections ("Title Cure Period"). Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), Buyer may, as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case, Buyer shall be entitled to the return of Buyer's earnest money; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a period of time not to exceed fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

9. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within 7 days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted Property with the damage and shall receive at Closing: (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage; and (2) an assignment of all unpaid insurance proceeds on the claim.

10. **Representations and Warranties.**
    a. **Seller's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated in Exhibit "D", if attached.
    b. **Buyer's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.

11. **Brokerage.** Seller has agreed to pay Listing Broker(s) a real estate commission pursuant to that certain brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). Pursuant to the terms of the Listing Agreement, the Listing Broker has agreed to share that commission with the Selling Broker.

    The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the Seller of the obligation to pay the remainder thereof after the closing unless the Broker(s) have expressly and in writing agreed to accept the lesser amount in full satisfaction of the Broker(s) claim to a commission.

12. **Disclaimer.** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.

13. **Assignment.** If Buyer does not have the right to assign this Agreement, then Buyer cannot assign this Agreement without the prior written permission of Seller. Any such approved assignment shall not release the original Buyer from any liabilities or obligations herein. Notice of such assignment shall be delivered to the Seller within 2 working days of execution, but not less than 5 days from closing. If Buyer has the right to assign this Agreement, then this Agreement may be assigned by the Buyer to any legal entity of which the Buyer or a principal or principals of Buyer own at least a 25% interest.

14. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. **Notices.**
    a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

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b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

a. **Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.

b. **Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.

c. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. Other Provisions.

a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.

b. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.

c. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

d. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written approval of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.

e. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

f. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

g. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

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h. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.

i. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.

j. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

k. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4); the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.

l. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.

m. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.

n. **Time of Essence:** Time is of the essence of this Agreement.

4. **Definitions.**

a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.

b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement.

c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.

d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.

5. **Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

6. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

☒ Exhibit "A" Legal Description
☐ Exhibit "B" Due Diligence Materials
☐ Exhibit "C" Addition to Seller's Closing Documents
☒ Exhibit "D" Seller's Warranties and Representations - Exhibit C
☐ Exhibit "E" Permitted Title Exceptions
☒ Other EXHIBIT B SCHEMATIC SITE PLAN
☐ Other _____
☐ Other _____
☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

☒ **Additional Special Stipulations are attached.**

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Buyer Acceptance and Contact Information

(Georgia Commun'ties Inc)

1 Buyer's Signature

Phil Ellen — 3/12/19
Print or Type Name — Date

745 Ponce de Leon Terrace NE
Buyer's Address for Receiving Notice

Atlanta, GA 30306

256-490-4166
Buyer's Phone Number: ☒ Cell ☐ Home ☐ Work

Phillellen@aol.com
Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name — Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller Acceptance and Contact Information

1 Seller's Signature

Patricia Murray — 3-11-19
Print or Type Name — Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 Seller's Signature

Print or Type Name — Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Selling Broker/Affiliated Licensee Contact Information

LAKE AREA REALTY, LLC
Selling Brokerage Firm

Broker/Affiliated Licensee Signature — 3/11/19
Date

F. Patrick Leonard, JR — 161731
Print or Type Name — GA Real Estate License #

706-473-2306
Licensee's Phone Number — Fax Number

Licensee's E-mail Address

REALTOR® Membership

1040 Founders Row, Suite B
Broker's Address

Greensboro, GA 30642

Broker's Phone Number — Fax Number

46490
MLS Office Code — Brokerage Firm License Number

Listing Broker/Affiliated Licensee Contact Information

Lake Area Realty, LLC
Listing Broker Firm

Broker/Affiliated Licensee Signature — 3/11/19
Date

F. Patrick Leonard, JR
Print or Type Name — GA Real Estate License #

Licensee's Phone Number — Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number — Fax Number

MLS Office Code — Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____ and has been filled in by _____.

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SPECIAL STIPULATIONS

PAGE 1

2019 Printing

These Special Stipulations are part of the Agreement with an Offer Date of 3-11-2019
for the purchase and sale of that certain Property known as, 325 Sunset Ave + 0.514 ACRES of 369 N. Central Ave, Hapeville, Georgia _____.

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

1. Earnest Money: At binding agreement date, Buyer shall pay $7,500 in non-refundable earnest money to the seller. This $7,500 is only refundable in the event that the seller defaults. In addition, within 10 days of the binding agreement date, Buyer shall deposit $22,500 with Old National Title Company, 1125 Sanctuary Parkway, Suite 140, Alpharetta, GA 30009 Attn: Robbie J. Dimon. The $22,500 deposit shall be immediately refundable to Buyer upon the request by Buyer to the Escrow Agent: (A) any time prior to the expiration of the Due Diligence period; (B) in the event that Buyer does not submit an application as outlined below; (C)in the event of any breach of this Agreement by Seller; or (D) as may otherwise be specifically set forth in this agreement. In the event that the Buyer has not terminated this agreement, on May 23, 2019, escrow agent is authorized to transfer the $22,500 to the Seller by overnight check or wire transfer, at which time it becomes non-refundable. After May 23, 2019 transfer, the $22,500 is only refundable in the event that the seller defaults. If the Buyer receives notification of selection to receive tax credit funding from DCA (selection is typically November), the Buyer will make a $75,000 non-refundable payment to the Seller within 5 business days of said notification. This $75,000 is only refundable in the event that the seller defaults. All payments listed above shall be applied to the Purchase Price at closing.
   If Buyer fails to consummate the transaction as required under the terms of the Contract, Seller shall retain the Deposit as full and final liquidated damages. If Seller fails to consummate the transaction as required under the terms of this contract, the Deposit shall be returned to Buyer and Buyer shall be entitled to such remedies as set forth in the contract, including specific performance. Buyer and seller agree that GAR form 507 will be utilized to govern transfer of all earnest money payments to the Seller's general fund and will be unrestricted.
2. Buyer shall have the right to assign its rights and to delegate its duties under this agreement without notice or consent from Seller.
3. Closing date: On or before February 28, 2020. Additionally, Buyer will have two ninety (90) day extensions, collectively referred to as the Extension Period, of the closing date available upon the payment of additional non-refundable earnest money of $25,000 each, payable to the seller at the time, which shall be applied to the purchase price.
4. Seller and Buyer shall cause an easement agreement in substantially the same form as attached to be recorded in the Fulton County, GA deed records, at Closing whereby Seller shall grant Buyer an access easement to and from the Property and Sunset Ave. With the execution of this agreement, Buyer and Seller have executed the attached Memorandum of Commercial Purchase and Sale Agreement which shall be recored, at Buyer's expense, in Fulton County, GA deed records.

Buyer's/Tenants Initials: P.L.

Seller's/Landlord's Initials: GM

Selling/Leasing Broker's Initials: PL
(or Broker's Affiliated Licensee)

Listing Broker's Initials: PL
(or Broker's Affiliated Licensee)

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SPECIAL STIPULATIONS

PAGE 2

Georgia REALTORS

2019 Printing

These Special Stipulations are part of the Agreement with an Offer Date of 3-11-19
for the purchase and sale of that certain Property known as, 325 SUNSET AVE + 0.514 ACRES, of 369 N. Central Ave, Hapeville, Georgia _____.

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

5. Assignment: Seller shall have the right to assign (sell) the Contract. The Assignment Agreement would require Assignee to succeed to all of the rights and obligations of the assignor and shall , for all purposes, hereof, be substituted as and deemed the "Seller". The Seller has the right to market this agreement and disclose this agreement to interested parties.
6. In the event that the Buyer does not perform the items listed in the special stipulations section of this agreement, Seller at their discretion, may terminate this agreement by notification to buyer in writing. Buyer has 10 days from notification to remedy.
7. In the event of conflict in language between the contract and its exhibits and the language of the special stipulations, the special stipulations shall take priority.

Buyer's/Tenants Initials: _____ Seller's/Landlord's Initials: _____

Selling/Leasing Broker's Initials: _____ Listing Broker's Initials: _____
(or Broker's Affiliated Licensee) (or Broker's Affiliated Licensee)

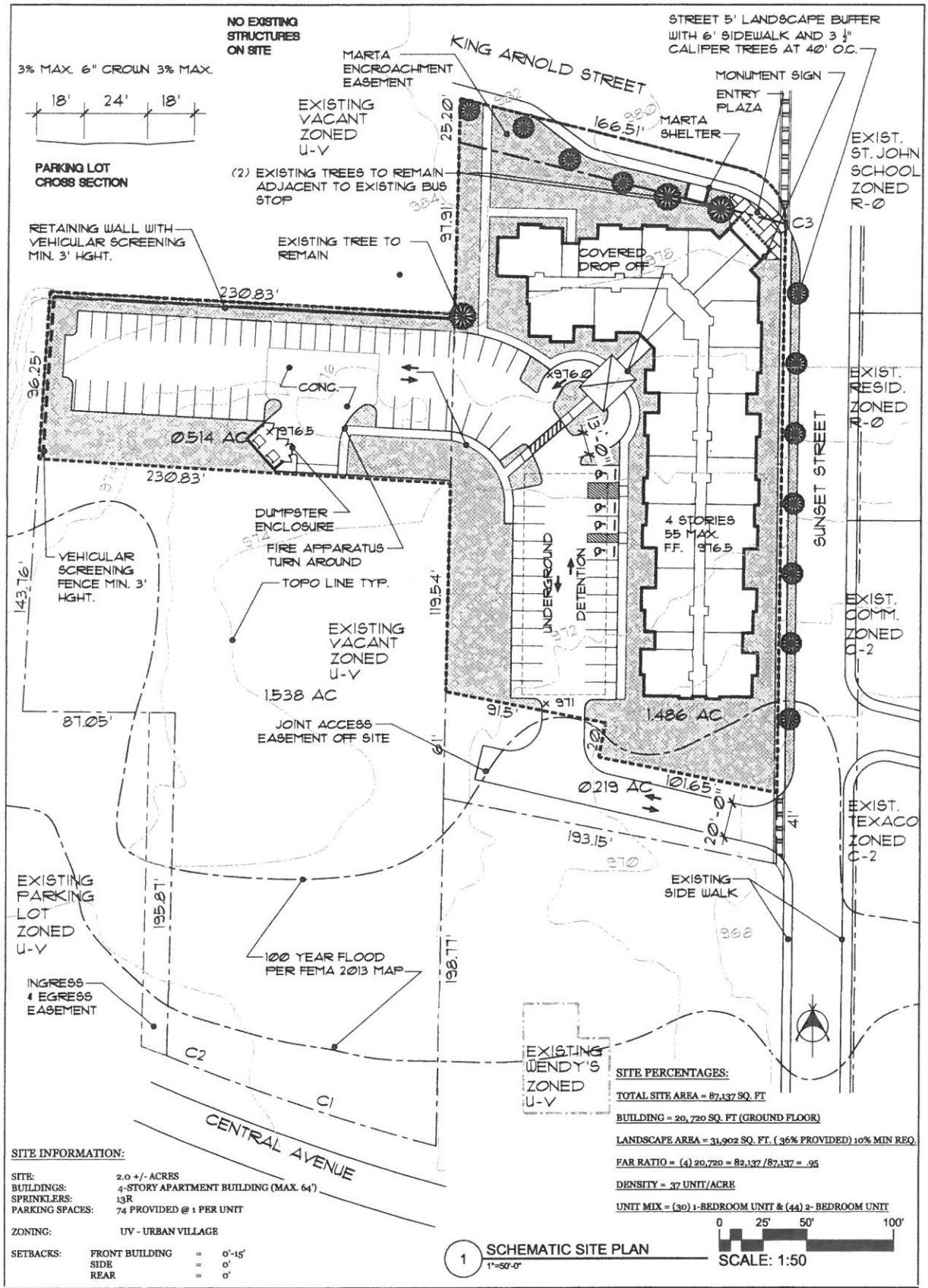
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LEGAL DESCRIPTION

All that certain 2 acres, more or less, tract or parcel of land situated and lying in Land Lot 96, 14th District, Hapeville, Fulton County, Georgia at the intersection of King Arnold Street and Sunset Avenue, as depicted on the drawing attached on the following page and incorporated herein and being portions of that certain real property possessing Tax ID #s 14 009600060133 and 14 009600060125.

The final legal description for the Property shall be modified and finalized according to a survey plat provided by Buyer, approved by Seller, and recorded prior to Closing.



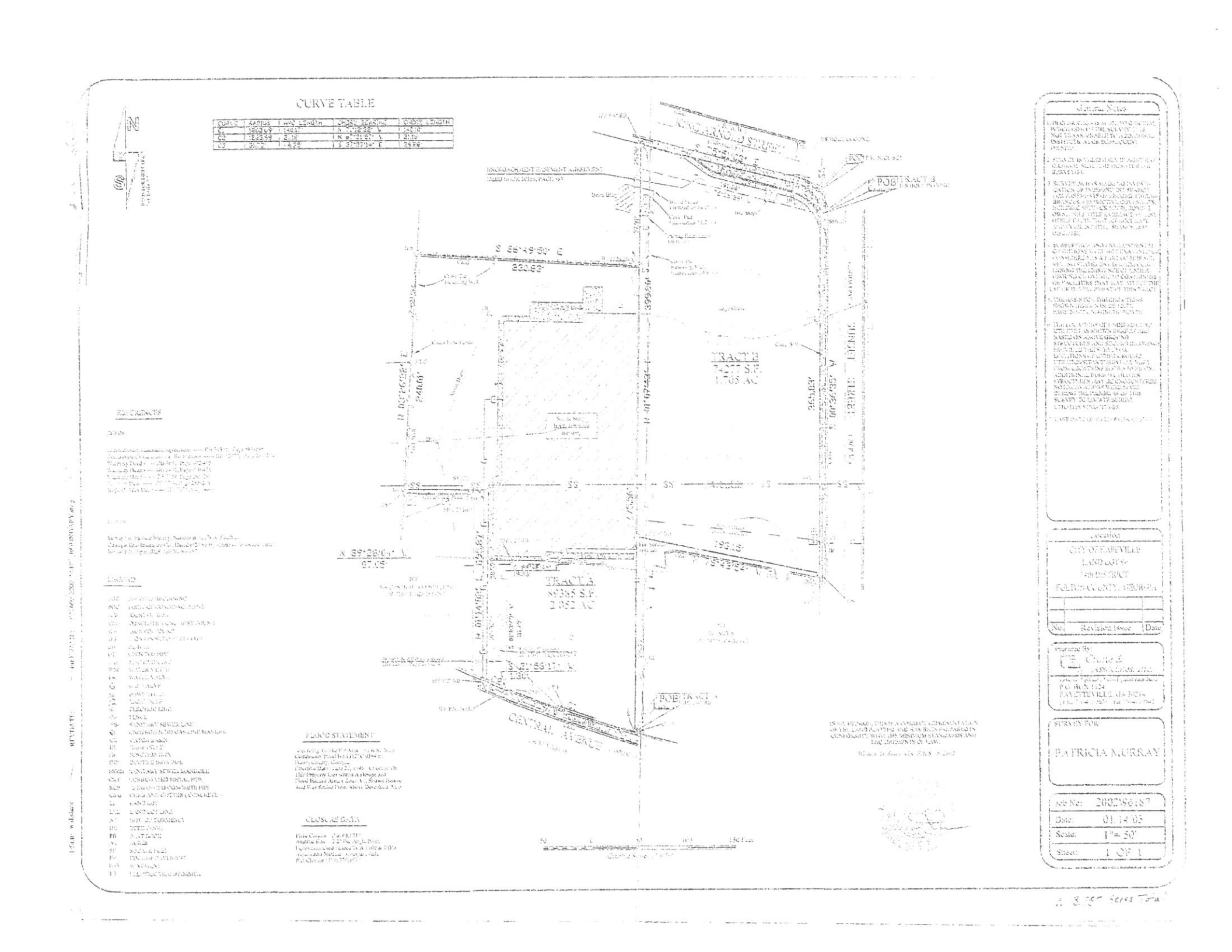
SITE INFORMATION:

SITE:	2.0 +/- ACRES	
BUILDINGS:	4-STORY APARTMENT BUILDING (MAX. 64')	
SPRINKLERS:	13R	
PARKING SPACES:	74 PROVIDED @ 1 PER UNIT	
ZONING:	UV - URBAN VILLAGE	
SETBACKS:	FRONT BUILDING	= 0'-15'
	SIDE	= 0'
	REAR	= 0'

1 SCHEMATIC SITE PLAN
1"=50'-0"

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
25 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

HAPEVILLE STATION - GEORGIA COMMUNITIES, INC.
HAPEVILLE, GA APPLICANT



General Notes

1. UNLESS OTHERWISE STATED, THIS SURVEY IS NOT A TITLE SURVEY AND IS NOT TO BE USED FOR ANY LEGAL INSTRUMENT OF CONVEYANCE.
2. ALL DISTANCES SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
3. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN INDEPENDENT TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES OF RECORD, NOT SHOWN ON THIS SURVEY, WHICH MAY AFFECT THE USE AND ENJOYMENT OF THIS PROPERTY. FOR ALL KNOWN EASEMENTS AND RIGHTS-OF-WAY, SEE TITLE COMMITMENT NO. 1205-0000 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED JANUARY 11, 2005 AT 8:00 A.M.
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
5. THE BASIS OF BEARINGS AND DISTANCES SHOWN HEREON IS [illegible]
6. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS. NO EXCAVATIONS WERE MADE TO LOCATE UNDERGROUND UTILITIES. ALL UNDERGROUND UTILITIES SHOWN HEREON SHOULD BE FIELD LOCATED BY THE APPROPRIATE UTILITY COMPANIES PRIOR TO ANY EXCAVATION. [illegible]
7. THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS SPECIFIED BY THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN GEORGIA.

Location

CITY OF FAYETTEVILLE
LAND LOT 96
12th DISTRICT
FAYETTE COUNTY, GEORGIA

No.	Revision/Issue	Date

Prepared By:
Clarke & Associates, Land Surveyors, Inc.
P.O. BOX 1124
FAYETTEVILLE, GA 30214
(770) 461-7557 FAX (770) 461-7562

SURVEY FOR:
PATRICIA MURRAY

Job No:	20020506187
Date:	01-14-05
Scale:	1"= 50'
Sheet:	1 OF 1

I, [illegible], A GEORGIA REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND PLATTED AND DESCRIBED HEREON AS DETERMINED BY AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS FUTURE, AND THAT ALL DIMENSIONAL AND OTHER DETAILS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN CHAPTER 180-6 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN ENGRAVED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

[illegible], GEORGIA R.L.S. No. [illegible]

[illegible] Series Total

EXHIBIT C: SELLER'S WARRANTIES AND REPRESENTATIONS

(a) **Seller**. Seller represents, warrants and covenants to Buyer and the Title Company, as of the Binding Agreement Date (with such representations and warranties to be re-made as of Closing) that:

(i) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other person or entity to purchase the Property. The undersigned person executing this Agreement, whether individually or on behalf of an entity, is duly authorized to do so. This Agreement and the consummation of the transaction hereunder by, or on behalf of, Seller have been duly and validly authorized by all necessary parties including, without limitation, members, officers, shareholders, partnerships, corporations or limited liability companies.

(ii) To the best of Seller's knowledge, the Property complies with, conforms to and obeys all laws existing on the date of Closing of all governmental authorities or agencies having jurisdiction over the Property, and any requirement contained in any hazard insurance policy covering the Property or board of fire underwriters or other body exercising similar functions which are applicable to the Property or to any part thereof or which are applicable to the use or manner of use, occupancy, possession or operation of the Property.

(iii) To the best of Seller's actual knowledge, but without additional inquiry, neither the Property nor any portion thereof violates any zoning, building, fire, health, pollution, subdivision, environmental protection or waste disposal ordinance, code, law or regulation or any requirement contained in any hazard insurance policy covering the Property; and Seller shall give prompt notice to Buyer of any such violation which shall be received by Seller prior to Closing.

(iv) Seller has not received notice of and has no knowledge of any suits, judgments, or violations relating to or at the Property of any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law or regulation which has not been heretofore corrected; that there is no suit or judgment presently pending or, to the best knowledge and belief of Seller, threatened which would create a lien upon the Property in the hands of Buyer after Closing; and Seller shall give prompt notice to Buyer of any such suit or judgment filed, entered or threatened prior to Closing.

(v) There are no known pending, threatened or contemplated eminent domain proceedings affecting the Property or any part thereof; and Seller shall give prompt notice to Buyer of any such proceedings which occur or are threatened prior to Closing.

(vi) Seller has not received notice of and has no actual knowledge of pending or contemplated changes in the present status of zoning of the Property, and Seller shall give prompt notice to Buyer of any such proposed changes of which Seller is aware prior to the Closing.

(vii) The Seller is not involved in any bankruptcy, reorganization or insolvency proceeding.

(viii) All taxes, assessments, water charges and sewer charges affecting the Property or any part thereof due and payable at the time of the Closing shall have been, or will be at Closing, paid in full. All current special assessments which are or will become a lien known to

the Seller at the time of Closing on the Property shall also have been paid and discharged at Closing (in pro rata shares between Seller and Buyer), whether or not payable in installments.

(ix) There are no leases affecting the Property, no parties in possession of the Property nor any parties entitled to possession thereof.

(x) All service contracts, if any, (except those specifically approved by Buyer which shall be assigned to Buyer at Closing) shall be terminated and paid in full as of the Closing Date.

(xi) The Property is or will be at Closing, subdivided as an independent and conveyable parcel in accordance with all applicable rules, regulations, zoning and ordinances.

(xii) The Property has or will have prior to Closing, a unique tax parcel number separate from other property owned by Seller.

(xiii) The Property has or will have prior to Closing vehicular and pedestrian access to a public right-of-way, **SPECIFICALLY, SUNSET AVENUE**.

(xiv) Hazardous Materials. To the best of Seller's knowledge: (i) the Property has not in the past been used and is not presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste"; (ii) there has not been and is not presently leeching or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Property; (iii) no buried, semi-buried or otherwise placed tanks, storage vessels, drums, or containers of any kind located on the Property used for the storage of hazardous waste, hazardous substances or toxic material; (iv) there are no asbestos containing materials located on the Property; (v) no construction material used in any improvements located at the Property contains any substance or material presently known to be a hazardous substance or toxic material; (vi) Seller has not disposed upon the Property any hazardous substances on or below the surface of the Property or within two thousand (2,000) feet of the boundary thereof including, without limitation, contamination of the soil, subsoil or groundwater; and (vii) the Property is not in violation of any law, rule or regulation of any government entity having jurisdiction thereof or which exposes Buyer to liability to third parties. The terms "hazardous waste", "hazardous substances" and toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sect. 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sect. 5101 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sect 6901 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

(A) Without limiting the other provisions of this Agreement, Seller shall cooperate, at no cost to Seller, with Buyer's investigation of matters relating to the foregoing provisions of this Section and provide access to and copies of all data and/or documents in Seller's or Seller's agent's possession dealing with potentially hazardous materials used at the Property and any disposal practices followed. Seller agrees that Buyer

may make inquiries of governmental agencies regarding such matters, without liability to Buyer for the outcome of such discussions.

(xv) Seller has provided Buyer true and complete copies of all surveys, appraisals, engineering reports and other related documentation available to Seller and all amounts due for the services performed for the same have been paid in full.

(xvi) While this Agreement is in effect, Seller shall not solicit, accept or negotiate other offers with respect to the Property or execute any deeds, easements, rights-of-way affecting the Property or subject the Property to any additional covenant, easement, restriction or encumbrance.

(xvii) Nondisclosure of Information. In consideration of, and as a material inducement to, Buyer entering into this Agreement, Seller agrees not to disclose or permit disclosure of this Agreement, the parties involved in the Project, or any Information to third parties or to employees of Seller other than attorneys, consultants and agents who are required to have the information in order to carry out the discussions regarding this Agreement and have entered into similar confidentiality agreements. The Seller agrees that it shall take all necessary measures to protect the secrecy of and avoid disclosure or use of Information of Buyer in order to prevent such Information from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. The provisions of this Section shall survive the Closings or any expiration or termination of this Agreement. "Information" includes, without limitation, plans, specifications, drawings, designs, financial information, reports, contracts, emails, names of parties involved, and all record-bearing media (electronic or otherwise) containing or disclosing such information.

DEPARTMENT OF PLANNING AND ZONING

PLANNER'S REPORT

To: Adrienne Senter
From: Lynn M. Patterson
Date March 21, 2019
RE: Conditional Use Permit – 325 Sunset Avenue

BACKGROUND

The City of Hapeville received a request for a Conditional Use Permit from Georgia Communities, Inc. to operate a senior living facility within a new development located at 325 Sunset Avenue. Prior to submission of the site plan and required approvals, the property will be replatted such that the parking will be added to the developed parcel. The properties are zoned U-V, Urban Village. The property is currently vacant.

Multifamily uses are permitted as a Conditional Use within the U-V Zoning District and are subject to the provisions of Article 3.2 below:

CODE

ARTICLE 11.2. - U-V ZONE (URBAN VILLAGE)

Sec. 93-11.2-5. - Conditional uses.

Specific uses may be permitted as conditional uses, provided conformance to the purpose and intent of the applicable code. Such uses are:

(9) All multifamily uses shall be conditional uses in U-V zone. In addition to meeting the conditional use provisions, all multifamily uses in U-V shall comply with [subsection] 93-11.2-3(19).

Sec. 93-11.2-3. - Permitted uses.

(19) Residential density limitations shall be as follows:

a. The maximum permitted residential density of a master planned development shall be 40 units per acre as calculated based on the sum of all residential uses and the total acreage of the project, including multiple parcels or city blocks, but not rail lines, public streets, or other areas not owned by the applicant;

b. The built residential density of individual parcels or blocks within a master planned development may be greater or less than 40 units per acre, provided the project's combined average maximum permitted residential density is not exceeded; and

c. Any changes to an approved site plan shall require approval of the city planning commission and shall be reviewed based on the geographic extent of the original approved site plan, shall not exceed maximum density requirements of the original application, and shall indicate all built or planned improvements.

The property will have 74 units across a two acre development, which is compliant.

ARTICLE 3.2 – Conditional Uses

Sec. 93-3.2-1. - Permit required.
Zoning districts established herein permit certain uses which are allowable therein provided they meet specified conditions, as set forth therein and here. No such use shall be permitted until a conditional use permit has been issued authorizing such use. The procedures for granting such permits shall be the same as for amendments to the zoning ordinance or zoning map.

Sec. 93-3.2-2. - Review of applications.
Those conditions specified in the zoning district regulations shall be considered to be the minimum standards which must be met before the conditional use application may be considered by the planning commission for review and recommendation and the mayor and council for decision. In deciding upon whether or not a conditional use meets the minimum standards and promotes the health, safety, morals, or general welfare of the city, the mayor and council shall utilize the applicable standards of review of section 93-25-6.

Sec. 93-3.2-3. - Issuance of permit.
If the mayor and council, after applying the evidence to the standards of review, have been convinced that the allowance of the conditional use will promote the health, safety, morals, or general welfare of the city, a conditional use permit may be granted, subject to those provisions that may be imposed by the mayor and council.

Sec. 93-3.2-4. - Procedures regarding delays in use of condition.
If a building permit, grading permit or occupation tax permit has not issued and construction (if any is necessary) begun within a 12-month period after such conditional use is approved, the conditional use may be withdrawn at a meeting of the mayor and council. The mayor and council may then reinstate the prior zoning district and regulations. In the alternative, the mayor and council may extend the conditional use for 12 months and any number of subsequent 12-month periods by only one such period at a time.

Sec. 93-3.2-5. - Special use permit procedures.
Mayor and Council may in considering a special use permit following a public hearing impose reasonable conditions deemed necessary to the protection or benefit of owners of adjacent and nearby properties to ensure compatibility of the proposed development or use with surrounding uses. The decision of mayor and council concerning consideration of a special use shall be given to the applicant in writing, by certified U.S. mail to the address indicated in the application. Aggrieved applicants shall have 30 calendar days from the date of receipt of the notice in which to petition the superior court of Fulton County for writ of certiorari.

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

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

(1) Impact on the use or development of adjacent properties, or the surrounding area, as concerns public health, safety or general welfare;
The use of the property for a senior living facility would not adversely affect the public health, safety or general welfare of the surrounding area. It addresses a latent need for affordable, senior housing as the City's population is aging. A recent (draft) study from the ARC indicates that housing prices have risen 49% over the past decade and that XX% of the population is burdened by housing costs. Senior housing and those that include affordable housing units can help to address this need with regard to general welfare.

(2) Capacity of the lot to accommodate the use and satisfy the dimensional requirements of the ordinance;
Once re-platted, the property will accommodate all dimensional requirements, including parking. The conditional use should be granted with the condition that the additional property must be included in any site plan.

(3) Compatibility with adjacent properties and other land uses in the vicinity;
The area has been designated as medium intensity mixed use in the future land use map. This encourages higher densities and multi-family developments. Directly across Sunset Avenue is

St. John's Catholic School. There is a residential neighborhood to the north. Along King Arnold, Sunset and North Central Avenue, there are a mix of residential and commercial in the vicinity. The proposed use for a multifamily facility is compatible.

(4) Potential nuisance or hazardous characteristics, specifically as concerns the number of individuals projected to use such facility or nature of the activity;
There are no concerns related to the nature of a senior living facility with regard to potential nuisance or hazardous characteristics. The project is a senior housing facility which will include residents, visitors, staff and potentially community offerings for seniors.

(5) Impact on traffic movement, availability of off-street parking, options for buffering or protective screening, hours and manner of operation, lighting, signs and access to the property; and
There is expected to be an increase in traffic adjacent to the site, but this will be mitigated by the proximity of the development to North Central Avenue and Interstate 75. Parking is adequate at the site. Operating hours will be continuous as this is a residential development. The property will be accessed by an existing curb cut on Sunset Avenue.

(6) Conformance of the special use to other requirements of the ordinance.
The property will be in compliance with Section 93-11.2-3(19) (see above).

RECOMMENDATION

The proposed use of a senior living facility is compatible with the U-V Zoning District and poses no foreseeable conflict with the intent of the district. The conditional use application is recommended for approval. Any site plan will be required to accommodate all parking needs.

Planning Commission Meeting

700 Doug Davis Drive
Hapeville, Georgia 30354

April 9, 2019 6:00PM

SUMMARY MINUTES

1. Welcome and Introduction

   Roll Call:
   Brian Wismer, Chairman
   Jeanne Rast, Vice Chairman
   Lucy Dolan
   Mark Farah, absent
   Kaity Ferrero, absent
   Larry Martin
   Charlotte Rentz

2. Minutes of February 12, 2019 – Approved with changes

3. New Business

   a. 325 Sunset Avenue Conditional Use Permit

   Phil Ellen on behalf of Georgia Communities, Inc. requested approval of a conditional use permit to operate a senior living facility at 325 Sunset Avenue, Parcel Identification Number 14 009600060133. The property is zoned U-V, Urban Village.

   The proposed 74-unit development will serve seniors ages 55 and above and include 1 & 2-bedroom units. In an effort to promote quality of life, the development will include several amenities such as an exercise facility, computer lab, and an event room for birthday parties and bingo to name a few.

   Prior to submission of the site plan and required approvals, the property will be replatted such that the parking will be added to the developed parking.

   Commissioner Martin expressed concern regarding the use of undeveloped land within the city.

   - Public Comment – none.

   MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to recommend the Mayor and Council grant the conditional use permit to operate a senior living facility at 325 Sunset Avenue. Motion Carried: 4-0.

b. 525 King Arnold Street — Site Plan Review

Will Bryant of behalf of Fulton County Library System requested site plan approval for the construction of a 5,975-sf library at 525 King Arnold Street, Parcel Identification Number 14 0095 LL0701 and 14 0095 LL0131. The properties are zoned V, Village. Approved with Conditions

- Public Comment – None.

c. Veterinarians, animal hospitals and kennels — Text Amendment

Consideration to amend the code for veterinarians, animal hospitals and kennels, of the Code of Ordinances for the City of Hapeville. Recommended Approval as Submitted.

- Public Comment – None. ,

4. Old Business

a. Accessory Uses/Buildings — Text Amendment

Consideration and Action of an Ordinance to amend Section 93-2-5, Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences, of the Code of Ordinances for the City of Hapeville, Georgia. Recommended approval with changes

b. Chart of Dimensional Requirements — Residential Building Height

Discussion regarding the height requirements for new residential development. *This item was discussed at the February 12, 2019 meeting.* Tabled

- Public Comment

c. Proposed Zoning Code Amendments

Open discussion regarding proposed zoning code amendments. No action taken

- Public Comment

5. Next Meeting Date – May 14, 2019 at 6:00PM
6. Adjourned at 8:00 p.m.

AGREEMENT BETWEEN LOTUS EATERS CLUB AND THE CITY OF HAPEVILLE, GEORGIA FOR FAÇADE IMPROVEMENTS

This Agreement is made 04/03/2019 by and between the **City of Hapeville, Georgia** and **Lotus Eaters Club ("Contractor")** for Contractor to perform the following Façade Improvements:

> Paint the mural presented in Exhibit A on the west side of 3418 Dogwood Drive, Hapeville, GA 30354 in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception of any items noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of $11,200 ($5,600 due at signing of this document and $5,600 due at completion of the mural) for the work described in Exhibit A.

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

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

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

.

1. Indemnification

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

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

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

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

2. Assignment of Contract

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

3. Performance of Work

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

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

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

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

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

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

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

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

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree

that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

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

5. Insurance

Prior to commencing the work under this Agreement, Contractor shall pay for, procure, and maintain in force for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall maintain limits no less than: General Liability - $ 1,000,000 each occurrence, with the City of Hapeville being named as an additional insured under the policy. Cost of liability insurance shall be covered by the City of Hapeville.

6. Entire Agreement

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

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

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

7. Right to Stop Work

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

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either

party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

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

THE CITY OF HAPEVILLE

_____

Alan Hallman, Mayor

CONTRACTOR



_____

Attest:

_____

Crystal Griggs-Epps, City Clerk

Approved as to Form:

_____

City Attorney

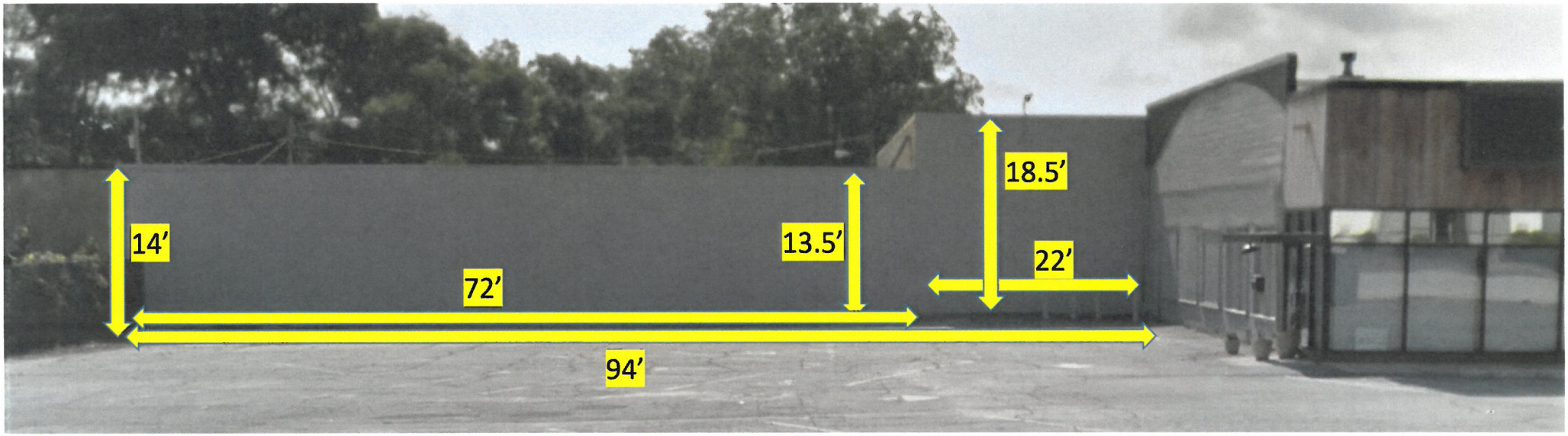

14’
72’
13.5’
18.5’
22’
94’

Exhibit A

RISE HAPEVILLE



Design by Killamari.

AGREEMENT BETWEEN LOTUS EATERS CLUB AND THE CITY OF HAPEVILLE, GEORGIA FOR FAÇADE IMPROVEMENTS

This Agreement is made this day of 04/03/2019, 2019, by and between the **City of Hapeville, Georgia** and **Lotus Eaters Club ("Contractor")** for Contractor to perform the following Façade Improvements:

Paint the mural presented in Exhibit A on the west side of 632 South Central Avenue, Hapeville, GA 30354 in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception of any items noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of $8,800 ($ 4,400 due at signing of this document and $ 4,400 due at completion of the mural) for the work described in Exhibit A.

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

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

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

.

1. Indemnification

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

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

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

2. Assignment of Contract

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

3. Performance of Work

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

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

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

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

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

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

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

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

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree

that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

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

5. Insurance

Prior to commencing the work under this Agreement, Contractor shall pay for, procure, and maintain in force for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall maintain limits no less than: General Liability - $ 1,000,000 each occurrence, with the City of Hapeville being named as an additional insured under the policy. Cost of liability insurance shall be covered by the City of Hapeville.

6. Entire Agreement

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

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

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

7. Right to Stop Work

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

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either

party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

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

THE CITY OF HAPEVILLE

_____

Alan Hallman, Mayor

CONTRACTOR



_____

Attest:

_____

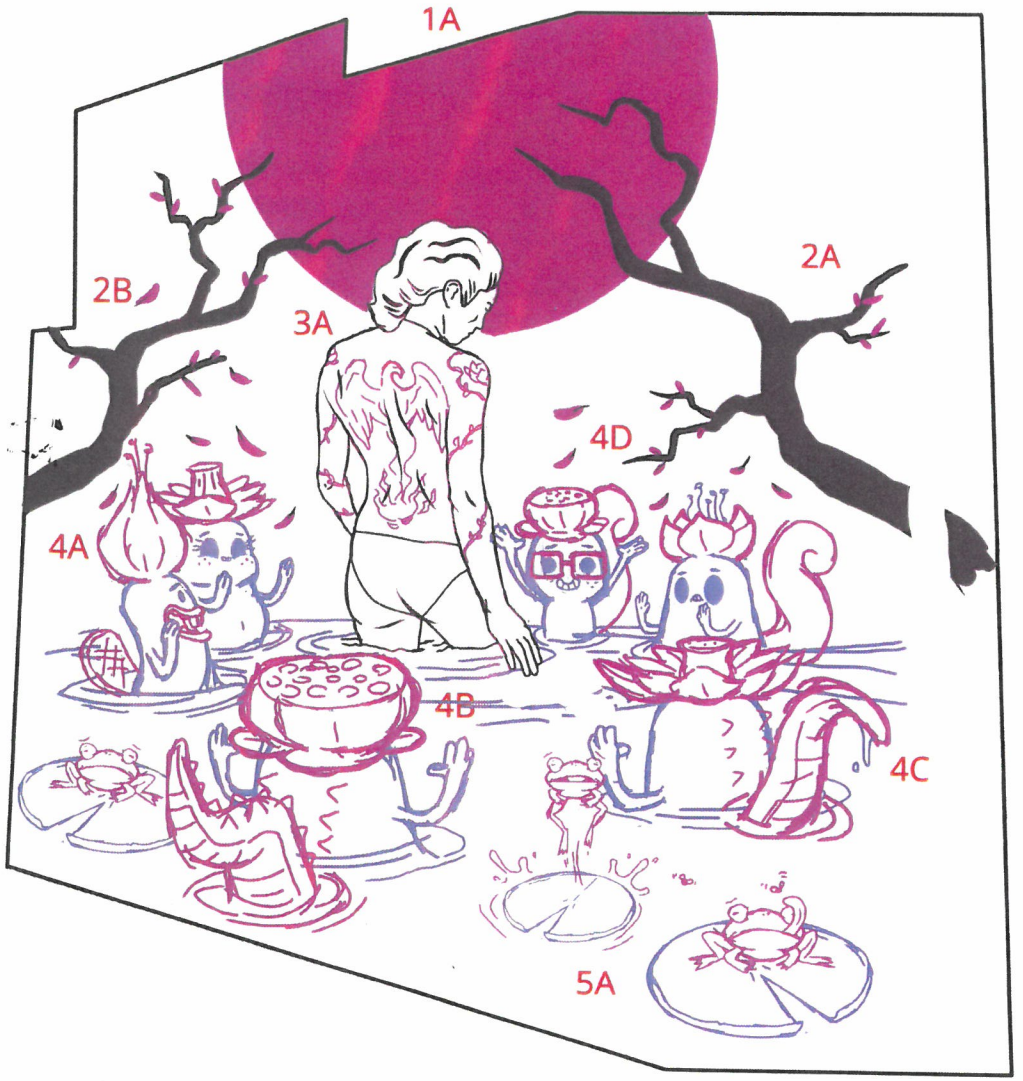
Crystal Griggs-Epps, City Clerk

Approved as to Form:

_____

City Attorney

Lady of the Lotus Eaters



Design for a single wall, titled " Lady of the Lotus Eaters".

Here we have the phoenix represented in tattoo form on the center figures back. The trees shedding their leaves symbolize the coming of fall, and the creatures around her express our ties to nature and life around us.



Design by DoitDoitLeague.

EASEMENT FOR FAÇADE IMPROVEMENT AND PRESERVATION

This Easement for Façade Improvements and Preservation (hereinafter referred to as "Façade Easement") is made and given on March 19, 2019, by and between Ardina Pierre ("Grantor") and the City of Hapeville, Georgia ("City"), a municipal corporation. The terms of this Facade Improvement Easement are as follows:

1. Grantor is the owner of certain real property more fully described in Exhibit "A," attached hereto and incorporated herein, and has a commercial structure on it, located at 632 South Central Avenue, Hapeville, GA 30354 (hereinafter referred to as the "Building").

2. This Facade Easement will assist in the preservation and protection of artwork in the form of a mural to be installed on the east side wall of the Building and protect the Facade Improvement(s) (as hereinafter defined and referred to as the "Mural").

3. This Facade Easement is in the nature of an easement to be in place for a term of five (5) years provided, however, that if the Facade Improvement /Mural is not maintained in a good and appropriate manner by the City, then this easement may be terminated by the Grantor after giving written notice to the City specifying in detail where the Mural has not been maintained, in a good and proper manner, and the City shall have ninety (90) days thereafter in which to make any repairs or replacements of the Mural, and if such repairs and improvements are not commenced or finalized within the ninety (90) days from the date of receipt of the written notice, then this Façade Easement shall terminate.

Unless terminated as set forth above or otherwise terminated by City with sixty (60) days' notice to grantor, this Façade Easement shall automatically renew annually. Unless the parties act to extend or modify the terms of this agreement this Easement will automatically terminate in five years from the date of execution.

4. Grantor agrees that the Mural will be installed on the east side wall of 632 South Central Avenue, Hapeville, Georgia 30354 in accordance with the designs approved by the City of Hapeville and provided the City by the mural artist group, Lotus Eaters Club, and which are attached hereto as Exhibit "B" and incorporated herein (such designs hereinafter collectively referred to as the " Façade Improvement(s) or Mural").

5. The City agrees that the Mural will be completed in compliance with the schedule in Exhibit B required by the City of Hapeville.

6. The Mural will be installed by the City at no cost to the Grantor and shall be maintained by the City for the duration of this Façade Easement unless otherwise terminated as set forth herein. Installation of the Mural will not interfere with Grantor's ingress or egress to the Building or Grantor's tenants and employees' access to their places of business within the Building. Grantor agrees that the City shall, at its sole cost and

expense, have the right to replace, rebuild, repair, reconstruct, and remove the Mural, as the City deems necessary. Any damage to the premises caused by the making, maintaining, replacing, rebuilding, repairing, reconstructing, and removing of the Mural shall be promptly repaired by the City, at its sole cost and expense.

7. Grantor promises that it will abide by this Facade Easement and do (and refrain from doing as the case may be) upon the premises each of the following stipulations, which stipulations it is agreed contribute to a public purpose, in that they aid significantly in the conservation of the Mural.

a. Without the express written permission of the City, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the premises, which would affect the Mural except in the case of an emergency that may affect the structural integrity of the Building or pose a threat to the health and well-being of occupants of the premises.

b. Nothing may be erected on the premises which will obscure any part of the Mural from being visible to the street, alley, or public location its presence is designed to enhance.

8. In the event of a violation of any covenant, stipulation or restriction herein, in addition to any remedies now or hereafter provided by law, (i) the City may, following notice to Grantor, institute a suit to enjoin by temporary restraining order, preliminary injunction, and permanent injunction, such violation and so require the restoration of the Building, Mural and/or Façade Improvements; or (ii) representatives of the City may correct any such violation, hold Grantor responsible for the cost thereof, and such cost until repaid shall constitute a lien on the premises. The City shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse City for any and all fees and costs incurred by the City, including attorneys fees. The exercise by the City of one remedy hereunder shall not in any way waive or limit any other remedy and the failure to exercise a remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

a. To the fullest extent permitted by law, Grantor shall indemnify and hold harmless the City, and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this Façade Easement.

9. Restrictions, stipulations and covenants contained in this instrument shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which it divests itself of title to or any lesser interest in the Building or property described in Exhibit "A" or any part thereof, including by way of example and

not limitation, a lease of the Building. Any transfer of title to the property shall be subject to this Agreement.

10. Grantor at its expense shall keep the premises covered by insurance against loss or damage resulting from fire, windstorm, vandalism, explosion, and such other hazards.

11. This Façade Easement does not make either party the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever.

12. The parties shall not assign this Façade Agreement without the prior written consent of the other.

13. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage pre-paid by first-class mail or hand delivered to:

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

Grantor
Ardina Pierre
628 S Central Avenue
Hapeville, GA 30354
Attn: Ardina Pierre
Property Owner

With a copy to:

City Attorney
2200 Keys Ferry Court
P.O. Box 10
McDonough, GA 30253

14. Should any term, provision, condition or other portion of this Façade Easement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Façade Easement shall not be affected thereby and shall continue in full force and effect.

15. No waiver of full performance by any party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Façade Easement.

16. Upon request by the City, the Grantor shall promptly provide the City with evidence of the Grantor's compliance with any obligation of the Grantor contained herein.

17. This instrument reflects the entire agreement of Grantor and the City. Any prior or simultaneous correspondence, understandings, agreements and representations are null and void upon execution hereof, unless set out in this instrument. This Agreement shall be filed in Fulton County Superior Court property records as burden on the property. Upon expiration by its terms or termination of this easement agreement, the City shall file a document with the Superior Court property records affirmatively releasing the easement right within ten (ten) days of the expiration or termination of the easement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized representative on 3/29/19 (date).

_____ **(GRANTOR):** By:

_____
(Signature of Grantor Representative)

Ardiana T. Pierre, Property owner
(Printed Name & Title of Grantor Representative)

Sworn to and subscribed before me this 29 day of March, 2019

_____
Notary Public

My Commission Expires: 3/11/22

CRYSTAL M GRIGGS-EPPS NOTARY PUBLIC Exp. Mar. 11, 2022 JASPER COUNTY, GA

IN WITNESS WHEREOF, the City of Hapeville, Georgia has caused this instrument to be executed by its duly authorized representative on March 29, 2019 (date).

CITY OF HAPEVILLE

_____
Alan Hallman, Mayor

Sworn to and subscribed before me this_____day of_____, 2018

_____
Notary Public

My Commission Expires:_____

Attest:

_____
Crystal Griggs-Epps, City Clerk

Approved as to form:

_____
City Attorney

Exhibit A

Property Profile for 612 SOUTH CENTRAL AVE

Property Tax Information

Tax Year	2019
Parcel ID	14 009800200208
Property Address	612 SOUTH CENTRAL AVE
Owner	PIERRE ARDINA T
Mailing Address	628 S CENTRAL AVE HAPEVILLE GA 30354
Total Appraisal	$93,000
Improvement Appraisal	$31,000
Land Appraisal	$62,000
Assessment	$37,200
Tax District	30
Land Area	0.1315 ac
Property Class	Commercial Lots
Land Use Class	Retail - Multiple Occupancy
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Hapeville
Commission District	6
Commission Person	Emma I. Darnell
Council District	LRG
Council Person	Travis Horsley, Mark Adams, Chloe Alexander
Voting Precinct	HP01
Poll Location	Hoyt Smith Center, 3444 N Fulton Ave
Congressional District	005
State Senate District	036
State House District	060

School Zones

Elementary School	Hapeville
Middle School	Paul D West
High School	Tri-Cities

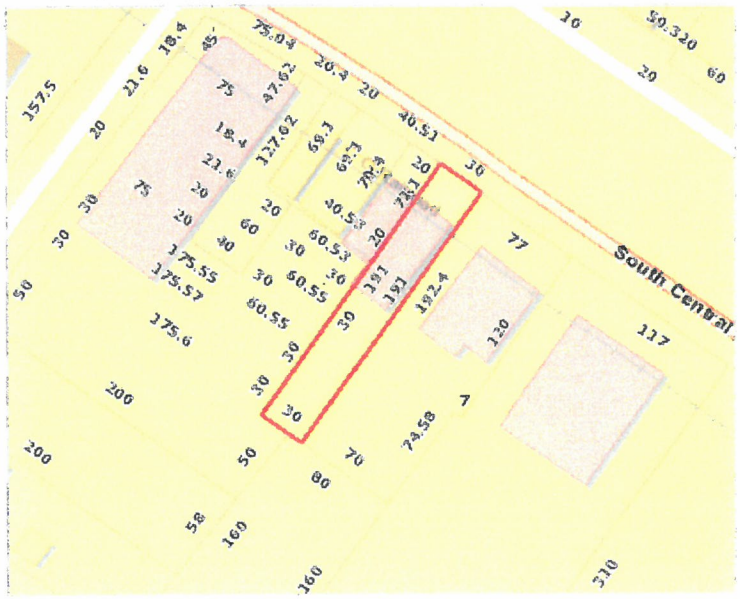
Other Information

Zip Code	30354
Census Tract	108
In Less Developed Census Tract	No

Aerial View

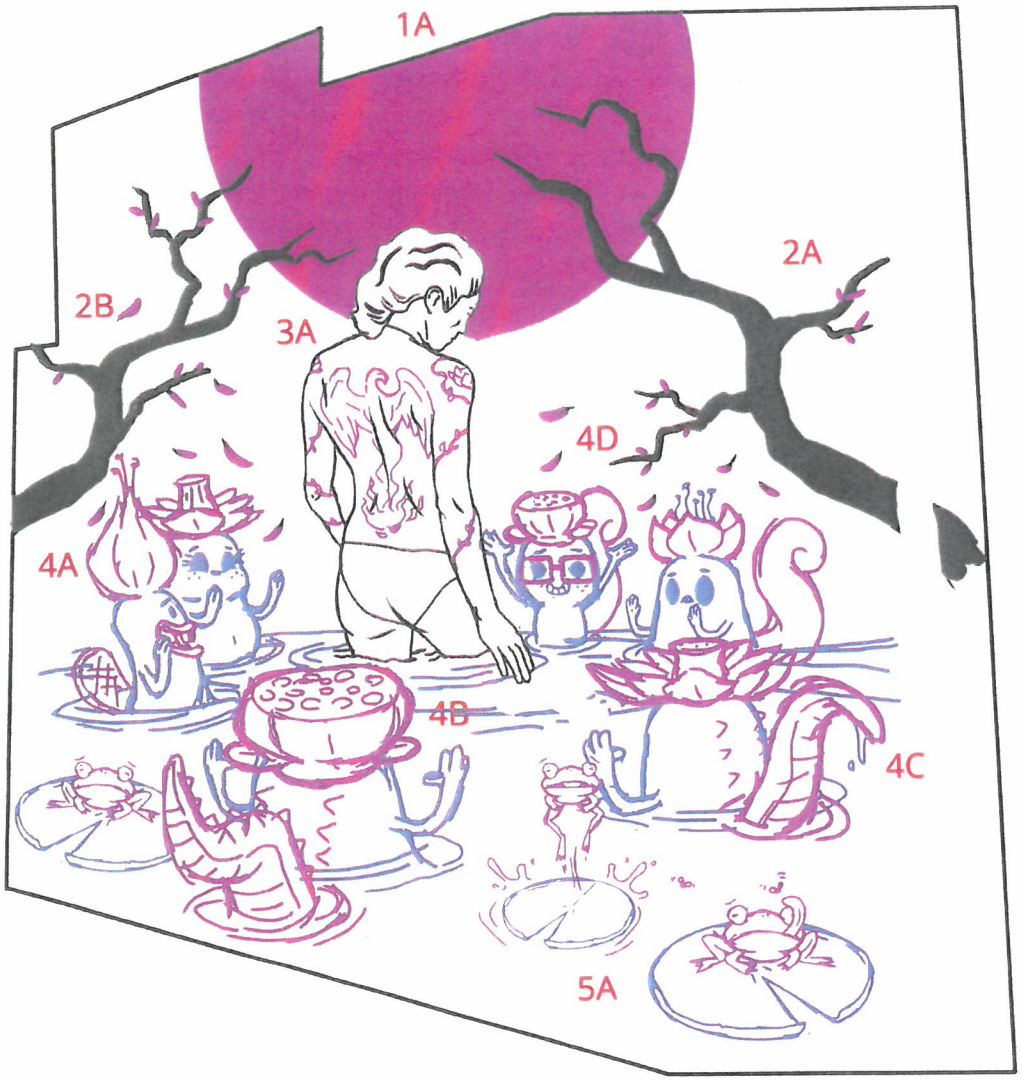


Property Map



Vicinity Map

Lady of the Lotus Eaters



Design for a single wall, titled " Lady of the Lotus Eaters".

Here we have the phoenix represented in tattoo form on the center figures back. The trees shedding their leaves symbolize the coming of fall, and the creatures around her express our ties to nature and life around us.



Exhibit B

Design by DoitDoitLeague.

EASEMENT FOR FAÇADE IMPROVEMENT AND PRESERVATION

This Easement for Façade Improvements and Preservation (hereinafter referred to as "Façade Easement") is made and given on April 1, 2019, by and between The Village Church Inc. ("Grantor") and the City of Hapeville, Georgia ("City"), a municipal corporation. The terms of this Facade Improvement Easement are as follows:

1. Grantor is the owner of certain real property more fully described in Exhibit "A," attached hereto and incorporated herein, and has a commercial structure on it, located at 3418 Dogwood Drive, Hapeville, GA 30354 (hereinafter referred to as the "Building").

2. This Facade Easement will assist in the preservation and protection of artwork in the form of a mural to be installed on the east side wall of the Building and protect the Facade Improvement(s) (as hereinafter defined and referred to as the "Mural").

3. This Facade Easement is in the nature of an easement to be in place for a term of five (5) years provided, however, that if the Facade Improvement /Mural is not maintained in a good and appropriate manner by the City, then this easement may be terminated by the Grantor after giving written notice to the City specifying in detail where the Mural has not been maintained, in a good and proper manner, and the City shall have ninety (90) days thereafter in which to make any repairs or replacements of the Mural, and if such repairs and improvements are not commenced or finalized within the ninety (90) days from the date of receipt of the written notice, then this Façade Easement shall terminate.

Unless terminated as set forth above or otherwise terminated by City with sixty (60) days' notice to grantor, this Façade Easement shall automatically renew annually. Unless the parties act to extend or modify the terms of this agreement this Easement will automatically terminate in five years from the date of execution.

4. Grantor agrees that the Mural will be installed on the east side wall of 3418 Dogwood Drive, Hapeville, Georgia 30354 in accordance with the designs approved by the City of Hapeville and provided the City by the mural artist group, Lotus Eaters Club, and which are attached hereto as Exhibit "B" and incorporated herein (such designs hereinafter collectively referred to as the " Façade Improvement(s) or Mural").

5. The City agrees that the Mural will be completed in compliance with the schedule in Exhibit B required by the City of Hapeville.

6. The Mural will be installed by the City at no cost to the Grantor and shall be maintained by the City for the duration of this Façade Easement unless otherwise terminated as set forth herein. Installation of the Mural will not interfere with Grantor's ingress or egress to the Building or Grantor's tenants and employees' access to their places of business within the Building. Grantor agrees that the City shall, at its sole cost and expense, have the right to replace, rebuild, repair, reconstruct, and remove the Mural, as

the City deems necessary. Any damage to the premises caused by the making, maintaining, replacing, rebuilding, repairing, reconstructing, and removing of the Mural shall be promptly repaired by the City, at its sole cost and expense.

7. Grantor promises that it will abide by this Facade Easement and do (and refrain from doing as the case may be) upon the premises each of the following stipulations, which stipulations it is agreed contribute to a public purpose, in that they aid significantly in the conservation of the Mural.

a. Without the express written permission of the City, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the premises, which would affect the Mural except in the case of an emergency that may affect the structural integrity of the Building or pose a threat to the health and well-being of occupants of the premises.

b. Nothing may be erected on the premises which will obscure any part of the Mural from being visible to the street, alley, or public location its presence is designed to enhance.

8. In the event of a violation of any covenant, stipulation or restriction herein, in addition to any remedies now or hereafter provided by law, (i) the City may, following notice to Grantor, institute a suit to enjoin by temporary restraining order, preliminary injunction, and permanent injunction, such violation and so require the restoration of the Building, Mural and/or Façade Improvements; or (ii) representatives of the City may correct any such violation, hold Grantor responsible for the cost thereof, and such cost until repaid shall constitute a lien on the premises. The City shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse City for any and all fees and costs incurred by the City, including attorney's fees. The exercise by the City of one remedy hereunder shall not in any way waive or limit any other remedy and the failure to exercise a remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

a. To the fullest extent permitted by law, Grantor shall indemnify and hold harmless the City, and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this Façade Easement.

9. Restrictions, stipulations and covenants contained in this instrument shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which it divests itself of title to or any lesser interest in the Building or property described in Exhibit "A" or any part thereof, including by way of example and not limitation, a lease of the Building. Any transfer of title to the property shall be subject to this Agreement.

10. Grantor at its expense shall keep the premises covered by insurance against loss or damage resulting from fire, windstorm, vandalism, explosion, and such other hazards.

11. This Façade Easement does not make either party the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever.

12. The parties shall not assign this Façade Agreement without the prior written consent of the other.

13. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage pre-paid by first-class mail or hand delivered to:

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

With a copy to:

City Attorney
2200 Keys Ferry Court
P.O. Box 10
McDonough, GA 30253

Grantor
The Village Church Inc.
3418 Dogwood Drive
Hapeville, GA 30354
Attn: Ray Waters
Property Representative

14. Should any term, provision, condition or other portion of this Façade Easement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Façade Easement shall not be affected thereby and shall continue in full force and effect.

15. No waiver of full performance by any party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Façade Easement.

16. Upon request by the City, the Grantor shall promptly provide the City with evidence of the Grantor's compliance with any obligation of the Grantor contained herein.

17. This instrument reflects the entire agreement of Grantor and the City. Any prior or

simultaneous correspondence, understandings, agreements and representations are null and void upon execution hereof, unless set out in this instrument. This Agreement shall be filed in Fulton County Superior Court property records as burden on the property. Upon expiration by its terms or termination of this easement agreement, the City shall file a document with the Superior Court property records affirmatively releasing the easement right within ten (ten) days of the expiration or termination of the easement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized representative on April 4, 2019 (date).

_____**(GRANTOR):** By:

_____
(Signature of Grantor Representative)

Ray D Waters - Pastor, The Village Church
_____
(Printed Name & Title of Grantor Representative)

Sworn to and subscribed before me this 4th day of April, 2019

_____
Notary Public

My Commission Expires: _____

ANGELA FLOYD NOTARY PUBLIC FULTON COUNTY, GA My Comm. Expires Dec. 28, 2021

IN WITNESS WHEREOF, the City of Hapeville, Georgia has caused this instrument to be executed by its duly authorized representative on April 4, 2019 (date).

CITY OF HAPEVILLE

_____
Alan Hallman, Mayor

Sworn to and subscribed before me this_____day of_____, 2019

_____
Notary Public

My Commission Expires:_____

Attest:

_____
Crystal Griggs-Epps, City Clerk

Approved as to form:

_____
City Attorney

Exhibit A

Property Profile for 3418 DOGWOOD DR

Property Tax Information

Tax Year	2019
Parcel ID	14 009800180269
Property Address	3418 DOGWOOD DR
Owner	THE VILLAGE CHURCH INC
Mailing Address	3418 DOGWOOD DR ATLANTA GA 30354
Total Appraisal	$1,250,800
Improvement Appraisal	$852,000
Land Appraisal	$398,800
Assessment	$500,320
Tax District	30
Land Area	1.4713 ac
Property Class	Commercial Lots
Land Use Class	
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Hapeville
Commission District	6
Commission Person	Emma I. Darnell
Council District	LRG
Council Person	Travis Horsley, Mark Adams, Chloe Alexander
Voting Precinct	HP01
Poll Location	Hoyt Smith Center, 3444 N Fulton Ave
Congressional District	005
State Senate District	036
State House District	060

School Zones

Elementary School	Hapeville
Middle School	Paul D West
High School	Tri-Cities

Other Information

Zip Code	30354
Census Tract	108
In Less Developed Census Tract	No

Aerial View



Property Map



Vicinity Map

Exhibit B

RISE HAPEVILLE



Design by Killamari.

2019-2020 SOUTHERN CIRCUIT TOUR OF INDEPENDENT FILMMAKERS
SCREENING PARTNER ORGANIZATION CONTRACT

This Partner Organization Contract (the "Contract") is entered into on **4/6/2019** by and between SOUTH ARTS whose address is 1800 Peachtree St. NW, Suite 808, Atlanta, GA 30309, and **City of Hapeville**, whose address is **3468 North Fulton Ave., City of Hapeville, Hapeville, GA 30354.**

WITNESSETH:

WHEREAS, South Arts sponsors a program titled SOUTHERN CIRCUIT TOUR OF INDEPENDENT FILMMAKERS, in which the works of independent film artists are exhibited in a tour to various locations; and

WHEREAS, the Partner Organization(s) desires to exhibit this program in its community;

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

1. The Partner Organization shall receive from SOUTH ARTS the media arts tour titled **SOUTHERN CIRCUIT** from **September 1, 2019-April 30, 2020** for a tour fee of **$5,500**. This fee covers artists' honorarium, travel, per diem, model marketing materials, and administrative expenses.

2. The Partner Organization must sign and return this Agreement by **April 19, 2019.** Failure to return the signed Agreement may result in forfeiture of this program.

3. The tour fee is payable in advance of receipt of the film arts tour by the Partner Organization. An invoice for the tour fee will be sent by electronic mail by **June 1, 2019**, and payment is due in full by **August 1, 2019.**

4. In the event this program is canceled by the Partner Organization after the Contract has been signed and more than thirty (30) days before the first film artist's screening, the Partner Organization is responsible for fifty percent (50%) of the tour fee. If the cancellation is within thirty (30) days of the first film artist's screening, the Partner Organization is responsible for one hundred percent (100%) of the tour fee.

   SOUTH ARTS will notify and consult with the Partner Organization as soon as possible in the event of any cancellation by a film artist.

In the event that a SOUTHERN CIRCUIT artist cancels a screening, and the screening is not rescheduled, a replacement representative for the film cannot be found, and/or a remote appearance by the filmmaker cannot be arranged, ten percent (10%) of the tour fee will be returned to the Partner Organization.

5. SOUTH ARTS and the Partner Organization shall perform the respective duties outlined in **Attachment A** of this document and through such methods, as each deems necessary and proper.

IN WITNESS THEREOF, the parties hereto have executed the Contract on 4/6/2019.

For South Arts	**For (Partner Organization)**
Susie Surkamer	
_____	_____
Suzette M. Surkamer, Executive Director South Arts	**Name**
	_____
	Title
Date: 4/6/2019	**Date:** _____
Phone: 404-874-7244 x. 20	**Phone:** _____
Email: ssurkamer@southarts.org	**Email:** _____
	Tax ID: _____

Please sign and return by April 19, 2019.

2019-2020 SOUTHERN CIRCUIT
SCREENING PARTNER ORGANIZATION CONTRACT - ATTACHMENT A

In respect to the 2019-2020 SOUTHERN CIRCUIT, **South Arts** shall provide the services as follows:

1. SOUTH ARTS will contract with six (6) visiting film artists for SOUTHERN CIRCUIT. This contract will provide for each filmmaker's artist honorarium, travel expenses and per diem. The tour's schedule will be confirmed after the selection of participating filmmakers.

2. SOUTH ARTS will provide the Screening Partner Organization with an itinerary listing travel arrangements for each of the film artists on the tour.

3. SOUTH ARTS will provide the Screening Partner Organization with general publicity materials for each SOUTHERN CIRCUIT program.

4. SOUTH ARTS will provide the Screening Partner Organization with Blu-ray copies or digital access to selected films for their SOUTHERN CIRCUIT program.

5. SOUTH ARTS will administer the overall SOUTHERN CIRCUIT budget.

6. SOUTH ARTS will provide the Screening Partner Organization with information and consultation on program matters concerning the SOUTHERN CIRCUIT and its film artists.

In respect to the 2019-2020 SOUTHERN CIRCUIT, **City of Hapeville** (Screening Partner Organization) shall perform the services as follows:

1. The Screening Partner Organization will coordinate on-site screenings and audience discussions for six (6) SOUTHERN CIRCUIT visiting film artists at the Screening Partner's exhibition site.

   VENUE: _____

   VENUE ADDRESS: _____

2. The Screening Partner Organization will participate at their expense in the 2019-2020 Film Selection Meeting, May 17-18, 2019 in Atlanta, Georgia.

3. The Screening Partner Organization will screen the six films they and their assigned Circuit selected at 2019-2020 Film Selection Meeting.

4. The Screening Partner Organization will ensure that the exhibition site is accessible to persons with disabilities in accordance with the Americans with Disabilities Act.

5. The Screening Partner Organization will identify a local contact person for the exhibition site who will act as a liaison with SOUTH ARTS and the filmmakers.

6. The Screening Partner Organization will provide advance publicity and promotion for each of the six (6) SOUTHERN CIRCUIT programs in the Partner's locale, including but not limited to: print, electronic and social media, and radio and television when feasible.

7. The Screening Partner Organization will provide a qualified projectionist for each of the six (6) SOUTHERN CIRCUIT programs as well as clean, well-operating projection equipment.

8. The Screening Partner Organization will notify and consult with SOUTH ARTS in the event of problems with screening equipment, facilities or logistics.

9. The Screening Partner Organization will provide the Partner's own funds to be applied toward publicity and promotional costs and, as necessary, toward those provided services such as a projectionist, rental space, or clerical, maintenance and security time.

10. The Screening Partner Organization will make recommendations for economical overnight accommodations for each visiting film artist during his/her exhibition period. The artist will be responsible for paying for the accommodations with the per diem provided by SOUTH ARTS.

11. The Screening Partner Organization will assume responsibility for replacement of Blu-rays provided by the film artists on the SOUTHERN CIRCUIT in the event that said Blu-rays are damaged or lost by the Partner or the Partner's agents.

12. The Screening Partner Organization will complete an electronic report form provided by SOUTH ARTS within thirty (30) days following the conclusion of the tour. The report form will require attendance figures, media coverage and other pertinent information for each screening.

13. The Screening Partner Organization will promote and publicize SOUTH ARTS as the operator of the SOUTHERN CIRCUIT program to local media, print and electronic, and to participating schools, organizations and concerned citizens.

    a. Promotional efforts shall include displaying clearly and prominently the **South Arts** logo and name, and the **National Endowment for the Arts**' logo and name in print or electronic advertising, etc. in larger print and before or above the names of all other contributors or sponsors of the local program.
    b. Any printed materials, broadcast transmissions or electronic media must contain the following credit line: **"The Southern Circuit Tour of Independent Filmmakers is a program of South Arts. This screening is supported in part by a grant from the National Endowment for the Arts."**
    c. When no printed program is used, verbal credit shall be given prior to any public program.

Administrative Services Department
3468 North Fulton Avenue
Hapeville, Georgia 30354
Phone: (404) 669-2100
Fax: (404) 669-3302

Event Request Form

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

Date: 4.2.19

CONTACT INFORMATION

Contact Person: Cookie Smoak

Name of Organization: ATL Airport District Convention & Visitors Bureau

Mailing Address: 2077 Convention Center Concourse, Suite 260, College Park, GA 30337
(City) (State) (Zip)

Telephone #: 404.334.7500 Cell #: [redacted] Fax #:

E-mail address: csmoak@atldistrict.com

EVENT INFORMATION

Name of the Event: Spin the District Date of the Event: May 4, 2019

Start time: 8:00am End time: 7:00pm

Location of the Event: PLAN A: 612 College Street

How many attendees: 1,200 - 2,500

Banner: ☑ Yes ☐ No If yes, where is the banner to be placed: One - 4'x10' banner on Jess Lucas Park fence; Two - 4'x25' banners placed (one on each side) of the pedestrian bridge; also would like 18"x24" yard signs for residents and businesses who volunteer to display them

If placing a banner on City property, provide a description of the banner (measurements, color, etc.):
4'x25' banners on both sides of the pedestrian bridge - 1 on each side ; 1 banner on Jess Lucas Park Fence; 18"x24" yard signs SEE ATTACHED for color sample; banners will include LaFiesta del Cinco event info

Specify dates the banner will hang in the requested location: Week of April 9th through May 4th

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

* **Attach a sample copy of the banner to this application.**

Will there be alcohol at this event? ☑ Yes ☐ No Will there be a DJ/Music at this event? ☑ Yes ☐ No

Additional information about this event: This event will be a criterium bike race and will feature riders at varying skill levels from amateur to professional. This event will be a part of the USA Crits' Speedweek race series.

CITY SERVICES: (check all that apply)

☒ Garbage Service ☒ Water ☐ Electricity ☐ Tables/Chairs How many: ____

☒ Staff please specify: Paid offiers - number TBD ☐ Road Closures

If requesting road closures, please specify which roads: See attached map for locations - Atlanta & College St.; Atlanta & Doug Davis Dr.; College St. & S. Fulton St.; College St. & Perkins St.; College St. & Union Ave.; Union Ave. & Chestnut St. Oak St. & Georgia Ave.; S Fulton St. & Chestnut St.; Union Ave. & Oak St.

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

OFFICE USE ONLY

Date Heard By Mayor and Council: _____ ☐ Approved ☐ Denied ☐ Tabled

Notice Sent to Applicant on: _____

SPIN THE DISTRICT
A CYCLING REVOLUTION
FOOD | RACING | MUSIC
ATL AIRPORT DISTRICT

Hapeville
CRITERIUM
[CUATRO DE MAYO]

Get a Lil' Cinco on the Cuatro

BIKE RACING TACOS & BULL RIDING

LA FIESTA DEL CINCO
HAPEVILLE

Amateur Races 11:00 - 3:00
Pro Races 4:00 - 7:00

La Fiesta Del Cinco
Jess Lucas Park 11:00 - 5:00

SATURDAY, MAY 4TH | FREE ADMISSION | SPINTHEDISTRICT.COM

SPIN THE DISTRICT
A CYCLING REVOLUTION

Hapeville
CRITERIUM
CUATRO DE MAYO

FREE ADMISSION!

Get a Lil' Cinco on the Cuatro - Downtown Hapeville

BIKE RACING, TACOS & BULL RIDING

SATURDAY, MAY 4TH *visit* **SPINTHEDISTRICT.COM** *for full details*

LA FIESTA DEL CINCO
HAPEVILLE

BIKE RACING • TACOS • MUSIC • BULL RIDING • **FREE EVENT**

SPIN THE DISTRICT
A CYCLING REVOLUTION
FOOD | RACING | MUSIC
ATL AIRPORT DISTRICT

Hapeville
CRITERIUM

[CUATRO DE MAYO]

¡OLE, OLE, OLE!

DOWNTOWN HAPEVILLE

SATURDAY, MAY 4TH SPINTHEDISTRICT.COM

1891 Hapeville GEORGIA POLICE DEPARTMENT

APPLICATION FOR TEMPORARY ROAD CLOSURE

Event Coordinators Name: Andria Towne - ATL Airport District & Michael Barman

Contact Number: [redacted]

Email Address: atowne@atldistrict.com

Date and Hours of Closure: 8:00 am - 7:00pm

Roadway to be Closed: Multiple closures as follows: Atlanta & College St.; Atlanta & Doug Davis Dr.; College St. & Perkins St. College St. & Union Ave.; Union Ave. & Chestnut St.; Oak St. & Georgia Ave.; S. Fulton St. & Chestnut St.; Union Ave. & Oak St. See attached map for locations

COMMENTS: This is a criterium bicycle race called Spin the District. This is the second year of the event, and like last year, we will ensure residents can get in and out of the road closures in as timely a manner as possible. We will be working with Michael Barman once again to help us with all race operations and he will be the contact on site.

Andria Towne	4.2.19	Andria Towne	4.2.19
Applicants Printed Name	Date	Applicants Signature	Date
Approved	Date	Denied	Date

700 Doug Davis Drive • Hapeville, Georgia 30354 • Phone: (404) 669-2150 • Fax: (404) 669-2156

TWO DAYS OF RACING IN THE ATL AIRPORT DISTRICT. **USA CRITS - SPEED WEEK SERIES**

HAPEVILLE CRITERIUM

SPEED WEEK

SPIN THE DISTRICT
A CYCLING REVOLUTION
FOOD | RACING | MUSIC
ATL AIRPORT DISTRICT

SATURDAY, MAY 4, 2019 | 9:00AM - 7:00PM

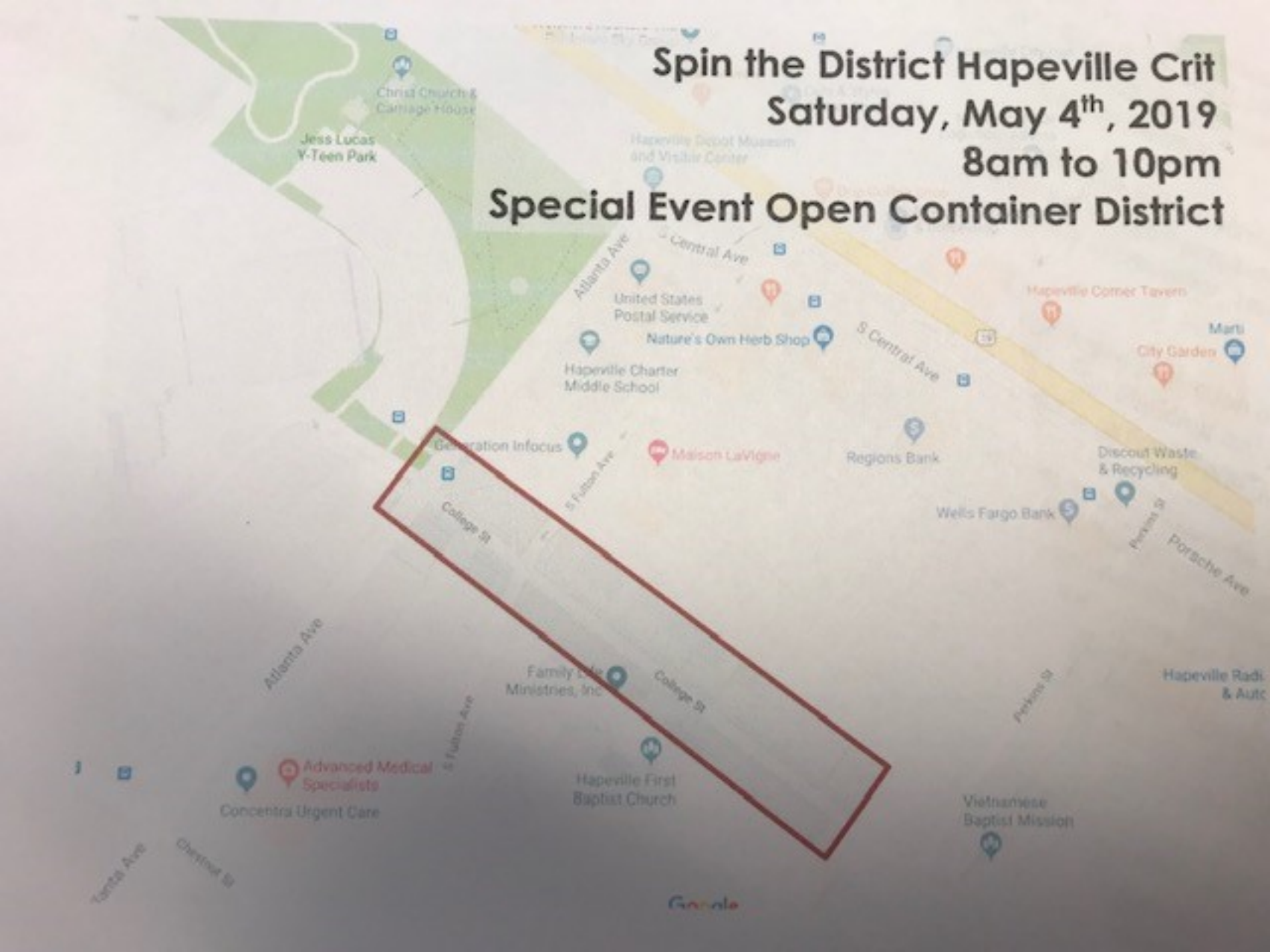
CITY PLAN - OPTION 1A



Hapeville CRITERIUM CUATRO DE MAYO

- Event Course/Area
- Parking
- Road Closure
- Detour Route

ATL AIRPORT DISTRICT
Convention & Visitors Bureau


Spin the District Hapeville Crit
Saturday, May 4th, 2019
8am to 10pm
Special Event Open Container District
Christ Church & Carriage House
Jess Lucas Y-Teen Park
Hapeville Depot Museum and Visitor Center
Atlanta Ave
E Central Ave
United States Postal Service
Nature's Own Herb Shop
S Central Ave
Hapeville Charter Middle School
Hapeville Corner Tavern
Marti
City Garden
Generation Infocus
Maison LaVigne
Regions Bank
Discount Waste & Recycling
Wells Fargo Bank
College St
S Fulton Ave
Parkins St
Porsche Ave
Atlanta Ave
Family Life Ministries, Inc
College St
Hapeville Radi & Auto
Advanced Medical Specialists
Concentra Urgent Care
S Fulton Ave
Hapeville First Baptist Church
Vietnamese Baptist Mission
Tyrrell Ave
Chestnut St
Google



Spin the District Hapeville Crit - Alternate

Saturday, May 4th, 2019

8am to 10pm

Special Event Open Container District

Hapeville Main Street Gallery Crawl
Saturday, June 1st, 2019 4pm to Midnight
Sunday, June 2nd, 2019 1pm to 4pm
Special Event Open Container District



Rental Agreement Number: ___

Cost Per Image Rental Agreement

This Cost Per Image Rental Agreement (the "Agreement") has been written in "Plain English". When we use the words **you and your** in this Agreement, we mean you, our customer, which is the Customer indicated below. When we use the words **we, us, and our** in this Agreement, we mean the Owner, CIT Bank, N.A.

Equipment

Make & Model	Serial Number	Accessories
Multiple		Please See Equipment Addendum

For additional equipment and accessories, attach addendum.

Image Terms

Rental Term
In Months 48

Base Monthly Usage
Payment $1977.00
(plus applicable taxes)

Image Type	Per Image Charge	Minimum Number of Images	Excess Per Image Charge
Black & White	.0089	25,000	.0089
Color	.079	10,000	.079
Other			
Other			

Excess Per Image Billing Frequency (default is monthly)

☐ Monthly ☒ Quarterly ☐ Semi-Annual ☐ Annual

You agree to pay at the time you sign this Agreement:

Advanced Payment $_____ *Plus Applicable Taxes*
Documentation Fee $75.00 *Payable with First Invoice*

Supplier

Name

Street Address

City, State, Zip

DATA SECURITY: Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

OWNER: CIT Bank, N.A.
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature Date Signed

Printed Name

Print Title

Customer

City of Hapeville
Full Legal Name

"Doing Business As" Name

3468 N. Fulton Avenue
Billing Street Address

Hapeville, GA 30354
Billing City, State, Zip

Crystal Griggs-Epps
Contact Name & Phone No.

404.766.3004
Equipment Address (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS AGREEMENT:
(i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement is a net agreement that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Agreement, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; and (iv) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

CUSTOMER SIGNATURE

City of Hapeville
Customer Legal Name

X _____ X _____
Authorized Signature Date Signed

X _____
Print Signer's Name

Print Signer's Title

Federal Tax ID Number

1. COST-PER-IMAGE RENTAL AGREEMENT. You agree to rent the equipment described in this rental agreement (collectively "Equipment") on the terms and conditions shown on this agreement ("Agreement"). You promise to pay us a Base Monthly Usage Payment ("Usage Payment") and all other sums when due and payable each month. The Usage Payment includes the equipment rental charge payable to us and entitles you to a specific number and type (e.g. black & white, color, scan) of images as identified on the face of this Agreement ("Equipment Usage Payment") and also includes Supplier's charges for maintenance ("Service Payment"). You cannot carry over the remaining unused amount of images to any other period. In addition, you agree to pay the Excess Per Image Charge for each metered image that exceeds the applicable number and type of images provided by the Usage Payment. The Excess Per Image Charge will apply monthly and be invoiced monthly unless specified differently on the face of this Agreement. You understand that we are acting as an administrator for the Supplier with respect to the billing and collecting of the maintenance portion of the Usage Payment and, unless the Supplier will be billing and collecting the Excess Image Charge amounts directly to/from you as evidenced by the Supplier's invoices to you ("Excess Direct Bill"), we will also bill and collect the Excess Image Charge amounts as its administrator, and in any event, we are not a supplier of maintenance services and you agree to look solely to the Supplier for performance of such services. You agree to provide accurate and timely meter readings using the input methods or other means we, or under an Excess Direct Bill, the Supplier specify. We, or under an Excess Direct Bill, the Supplier may estimate the number of images produced if you fail to provide meter readings within 7 days of the request date. We, or under an Excess Direct Bill, the Supplier will adjust the estimated charge for excess images upon receipt of actual meter readings. You authorize us to adjust the Usage Payment by up to 15% if the actual total cash price for the Equipment differs from the estimated Total Cash Price. YOU WILL NEVER PAY LESS THAN THE USAGE PAYMENT even if you make fewer than the Minimum Number of Images. **This agreement is NON-CANCELABLE.**

2. COMMENCEMENT OF AGREEMENT; DELIVERY AND ACCEPTANCE. You agree to inspect the Equipment upon delivery to verify it is in good working order. This Agreement will begin on the date when the Equipment is delivered to you ("Inception Date"). You agree to pay the Documentation Fee with your first invoice and the Advance Payment(s) when you sign this Agreement. The Equipment will be deemed irrevocably accepted by you upon the earlier of (the "Commencement Date"): a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment if you previously have not given written notice to us of your non-acceptance. The term of the Agreement begins on a date designated by us during the month of the Inception Date or on the first day of the month following the Inception Date and continues for the number of months designated as "Rental Term" on the face of this agreement. For each day between the Inception Date and the Commencement Date ("Interim Rent Day") you will pay us interim rent in an amount equal to 1/30th of the Usage Payment for each such Interim Rent Day. The first Usage Payment is due after the Commencement Date as invoiced by us. If the Equipment has been accepted by you in accordance with this Section 2, the remaining Usage Payment will be due on the date of each subsequent month (or such other time period stated on page 1 of this Agreement) specified by us. A Documentation Fee may be charged to reimburse our expenses for preparing financial statements and other documentation costs. In the event any Usage Payment made by you is less than the amount required to pay the total Usage Payment and any Excess Image Charge amount for such period, then you agree we can apply your payment first towards the Usage Payment for such period. You will make all payments required under this Agreement to us at such address as we may specify in writing. If any Usage Payment or other amount payable under this Agreement is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). We have the right to increase the Usage Payment and/or the Excess Per Image Charge on an annual basis by an amount not greater than 10% of the Usage Payment and the Excess Per Image Charge in effect at the end of the previous annual period.

3. NO WARRANTIES. We are renting the Equipment to you **"AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.** We transfer to you for the term of this Agreement any warranties made by the manufacturer or Supplier under a Supply Contract.

4. EQUIPMENT LOCATION; MAINTENANCE AND SUPPLIES; RETURN. You may not move the Equipment without our prior written consent, not to be unreasonably withheld. You will provide adequate space and electrical services for the operation of Equipment. Supplier has agreed to maintain the Equipment in good working order in accordance with Supplier's general service policies in effect from time to time. Maintenance shall include all parts (including drums), labor and all preventive maintenance, but does not include the following: (a) repairs resulting from misuse (including, without limitation, improper voltage or the use of supplies that do not conform to the manufacturer's specification); and (b) maintenance requested outside of Supplier's normal business hours. The Supplier identified on Page 1 of this agreement has agreed to supply full service maintenance during normal business hours, including all toner, developer and parts necessary to produce copies. You must purchase paper and staples separately. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. The Equipment may be connected to an automatic meter reading device or if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. Within 10 days of the expiration or earlier termination of this Agreement you will deliver the Equipment to us, in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all outstanding usage payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial lease term.

5. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each payment or at the end of the term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

6. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all Usage Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 10(b) below.

7. INSURANCE. You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days' written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained.

8. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. Unless otherwise provided, you agree that this transaction is a true lease. However, if this transaction is deemed to be a rental intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. **YOU AUTHORIZE US TO FILE A COPY OF THIS AGREEMENT AS A FINANCING STATEMENT AND ALSO AUTHORIZE US TO FILE FINANCING STATEMENTS COVERING THE EQUIPMENT.**

9. DEFAULT. Each of the following is a "Default" under this Agreement: (a) you fail to pay any Usage Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, which will not be unreasonably withheld or delayed, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; or (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 9.

10. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Usage Payments for the remainder of the term plus, the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of (i) the rate implicit in the Agreement, or (ii) 4% per year, plus past due interest at the rate of 18% per annum, plus (ii) all other amounts due and to become due under this Agreement; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Agreement. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time.

11. UCC-2A PROVISIONS. You agree that if Article 2A of the Uniform Commercial Code applies to this Agreement, this Agreement will be considered a "finance rental" as that term is defined in Article 2A. By signing this Agreement, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A.**

12. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUB-RENT THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement but not our obligations, which obligations will remain with us. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

13. AUTOMATIC RENEWAL. Unless you give us at least 90 days but no more than 180 days written notice before the end of the initial term or **any** renewal term of this Agreement, that you will deliver the Equipment in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew for an initial 3 month renewal term and thereafter for successive one month terms unless and until you give us the 30 day notice and either purchase or deliver the Equipment to us. Each month during such renewal term(s) the Usage Payment will remain the same (subject to the annual adjustment provided for in Section 2). If your payment frequency is monthly your payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payments shall be the monthly equivalent of your periodic payment frequency. We may cancel an automatic renewal term by sending you 10 days prior written notice.

14. INDEMNIFICATION. You (Lessee) are responsible for, and agree to indemnify and hold us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to the manufacture, installation, ownership, maintenance, use, lease, possession, or delivery of the Equipment and (b) all costs and attorney's fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us, at your own cost and expense, against any Claims. You agree that your obligations under this Section 14 shall survive the termination of this Agreement.

15. CREDIT INFORMATION; FINANCIAL STATEMENTS. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

16. FAX EXECUTION. A faxed or electronically transmitted version of this Agreement when received by us shall be binding on you for all purposes as if originally signed. **However, the Agreement is not binding on us until we sign it.** We may accept this Agreement by signing, either manually or electronically. You agree that the only version of the Agreement that is the original for all purposes is the version containing your fax or scanned signature and our signature. This Agreement may be signed in counterparts each of which will be considered an original and all counterparts will be considered and constitute one and the same Agreement. This Agreement may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original; however, we may request an original signature document.

17. MISCELLANEOUS. (a) Choice of Law: This Agreement and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. **(b) Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court. (c) Entire Agreement.** The Agreement constitutes the entire agreement between you and us and supersedes all prior agreements. **(d) Enforceability.** If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. **(e) Amendment.** This Agreement may not be modified or amended except by a writing signed by you and us. You agree however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Agreement, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Agreement provided that such change does not materially alter your obligations under this Agreement. **(f) Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission, or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. **(g) Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any thereafter excess payment will be applied to the lease payments in inverse order of maturity, and any remaining excess will be refunded to you. **(h) Prepayment.** In the event this transaction is intended or deemed to create a security interest, rather than a true rental, prepayment or early termination is not permitted except at such time and on such terms and conditions as we may agree in writing. **(i) NSF.** We may also charge you $25.00 for each returned check or if an ACH debit is not honored by your bank. **(j) Restrictive Endorsements.** You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Agreement shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Agreement. **(k) Purchase Orders.** You agree that any purchase orders issued by you in conjunction with this Agreement are issued solely for your administrative purposes and no terms or conditions contained in the purchase order will change or modify the terms and conditions of this Agreement.

Lease Addendum (Georgia)

CUSTOMER INFORMATION	Lessee Name	Lease #	Annual Rate of Interest
	Billing Street Address/City/State/Zip	Schedule #	

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number and Schedule Number, if applicable, specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

1. **County or Municipality.** You represent and warrant to us that you are a "county" or "municipality" of the State of Georgia, as such terms are used in Section 36-60-13 of the Official Code of Georgia Annotated.

2. **Lease Term.** The term of this Lease will begin on the date that you sign the Delivery and Acceptance Certificate and will continue until the last day of the then current calendar year, or if renewed, as provided below, until the last day of each succeeding calendar year for which it may be so renewed. At the end of each such calendar year, the term of this Lease will automatically renew unless you have given us at least thirty (30) days prior written notice of your decision not to renew this Lease, in which case this Lease will terminate on the last day of the then current calendar year, without any penalty or expense to you, except as to payments due during such calendar year. The term of this Lease will not be renewed and continued beyond the number of months identified in this Lease under the heading "Lease Term".

3. **Independent Contractor.** Lessor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be constructed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Lessor or any of its agents or employees to be the agent, employee or representative of Lessee.

4. **Indemnification.** Lessor and Lessee agree to indemnify and hold each other harmless from any and all (a) losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to the manufacture, installation, ownership, maintenance, use, lease, possession, or delivery of the Equipment and (b) all costs and attorney's fees incurred by either party relating to any Claim brought by any third party. Each party will be responsible for their own costs, including attorney's fees, to defend against any Claims brought by any third party. The obligations under this Section 4 of the Addendum shall survive the termination of this Agreement. This Section 4 replaces Section 14 of this Lease entitled "Indemnification".

5. **Authority and Authorization.** You represent and agree that: (a) the entering into and performance of this Lease is authorized under your State laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (b) you have complied with all bidding requirements and, where necessary, have property presented this Lease for approval and adoption as a valid obligation on your part; and (c) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us. Also, upon our request, the opinion of counsel will provide that this Lease satisfies the requirements of Section 36-60-13 of the Official Code of Georgia Annotated. This Section 3 is added as an additional sequentially numbered section to this Lease entitled "Authority; Authorization".

6. It is the intent of the parties hereto that this Agreement fully comply with the provisions of Section 36-60-13 of the Official Code of Georgia Annotated. In this regard, the Lessee represents and warrants that the principal portion of Lease Payments, when added to the aggregate amount of debt incurred by the Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10% of the assessed value of all taxable property with the boundaries of the Lessee.

7. **Taxes:** The Lessee, City, shall have no liability to the Lessor for payment of any tax from which Lessee, City, is exempt.

8. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

9. **Choice of Law.** Regardless of any conflicting provisions in this Lease, THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA. This Section 9 replaces Section 17(a) of this Lease entitled "Choice of Law".

Lessee:	Lessor CIT Bank, N.A.
Authorized Signature	Authorized Signature
Print Name & Title	Print Name & Title
Date	Date

Final Configurations of Models Chosen					Final Order	
Konica Minolta Device Proposed	Industry Category	Page Speed	Offered Features Included	48 Month Price Each	Final Quantity Ordered	Extended Monthly Price
bizhub C368	Color A3 (11 x 17)	36	Copy/Print/Scan/Fax/PS/Staple Finisher/Punch Kit	$134	**1**	**$134**
bizhub C308	Color A3 (11 x 17)	30	Copy/Print/Scan/Fax/PS/Staple Finisher/Punch Kit	$97	**1**	**$97**
bizhub C3851FS	Color A4	35	Copy/Print/Scan/Fax/PS/Staple Finisher/Base Cabinet Stand	$35	**1**	**$35**
bizhub C3100p	Color A4	32	Print	$13	**2**	**$26**
bizhub 4052	Monochrome A4	42	Copy/Print/Scan/Fax/Base Cabinet Stand	$32	**1**	**$32**
bizhub 368e	Mono A3 (11 x 17)	36	Copy/Print/Scan/Fax/Finisher/Punch Kit	$89	**2**	**$179**
bizhub 4052	Monochrome A4	42	Copy/Print/Scan/Fax/Finisher/Base Cabinet Stand	$37	**1**	**$37**
bizhub 4702p	Monochrome A4	50	Print	$10	**1**	**$10**
bizhub C658	Color A3 (11 x 17)	65	Copy/Print/Scan/Fax/PS/LCT/LCU/ Booklet Staple Finisher/Punch Kit	$237	**1**	**$237**
bizhub C458	Color A3 (11 x 17)	45	Copy/Print/Scan/Fax/PS/LCT/Booklet Staple Finisher/Punch Kit	$178	**1**	**$178**
Notes:					**Total:**	**$964**
No Installation or Training Charges						
No Other Charges unless any other options or software solutions are added to configurations requested and priced above						
The City has chosen the blended CPC between all units for both Mono and Color. Novatech has met half way between the blended Mono Machine B/W rate of .0099 and the Color B/W rate of .0079 to offer a Quarterly Pool of 75,000 x .0089. The Amount shown is that calculation divided by 3.					**Blended Monthly Mono**	**$223**
The City has chosen the blended CPC between all units for both Mono and Color. Novatech has offered a Quarterly Pool of 30,000 x .0799. The Amount shown is that calculation divided by 3.					**Blended Monthly Color**	**$790**
					Total Monthly PMT`	**$1,977**

NOVATECH

Additional Equipment Addendum

This Additional Equipment Addendum is made a part of the Lease Agreement #_____ ("Lease") by and between _____ ("Lessee") and CIT Bank, N.A. ("Lessor") and adds the below Equipment thereto. Capitalized terms used but not defined herein will have the same meaning given them in the Lease.

Equipment Description

Quantity	Description	Equipment Address
1	Konica Minolta C368	
1	Konica Minolta C308	
1	Konica Minolta C3851FS	
1	Konica Minolta C3100p	
1	Konica Minolta C3100p	
1	Konica Minolta 4052	
1	Konica Minolta 4052	
1	Konica Minolta 368e	
1	Konica Minolta 368e	
1	Konica Minolta 4702p	
1	Konica Minolta C658	
1	Konica Minolta C458	

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects the Lease will remain in full force and effect.

Lessor: CIT Bank, N.A.
10201 Centurion Pkwy #100
Jacksonville, FL 32256

Authorized Signature Date Signed

Print Name

Print Title

Lessee Signature

Authorized Signature Date Signed

Print Signer's Name

Print Signer's Title

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STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 54 ("NUISANCES"), ARTICLE 2 ("UNFIT DWELLINGS OR STRUCTURES"), SECTION 54-2-1 ("DEFINITIONS") AND SECTION 54-2-3 ("DETERMINATION BY PUBLIC OFFICER THAT UNDER EXISTING ORDINANCES, DWELLINGS, BUILDINGS, OR STRUCTURES ARE VACANT AND SAMPLE CONDITIONS OF NUISANCES") OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the mayor and council. The mayor and council shall be the legislative body of the City; and,

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

WHEREAS, amendments to any of the provisions of the City's Code may be made by amending such provisions by specific reference to the section number of the City's Code; and,

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

WHEREAS, the governing authority of the City finds it desirable to amend and update the ordinance regarding vacant dwellings, buildings or structures and establish fees regarding the same.

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

Section One. Section 54-2-1 (Definitions) in Chapter 54 (Nuisances), Article 2 (Unfit Dwellings or Structures) of the City Code of Ordinances is hereby amended by striking the section in its entirety and inserting in lieu thereof the following language:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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Applicable codes means:

(1) Any optional housing or abatement standard provided in chapter 2 of title 8 of the O.C.G.A. as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property;
(2) Any fire or life safety code as provided for in chapter 2 of title 25 of the O.C.G.A.; and (3) Any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. chapter 2 of title 8 after October 1 provided that such building or minimum standard codes for real property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

Child-related crime means any act which is a violation of O.C.G.A. Chapter 6 of Title 16 (O.C.G.A. § 16-6-1 et seq.) relating to children under the age of 18 years.

Closing means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

Drug crime means an act which is a violation of O.C.G.A. Article 2 of Chapter 13 of Title 16 (O.C.G.A. § 16-13-20 et seq.), known as the Georgia Controlled Substances Act.

Dwellings, buildings, or structures means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. The term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

Governing authority means the mayor and council of the city.

Municipality means any incorporated city within this state.

Owner means the holder of the title in fee simple and every mortgagee of record.

Parties in interest means:

(1) Persons in possession of said property and premises;

(2) Persons having of record in the county in which the dwelling, building, or structure is located any vested right, title, or interest in or lien upon such dwelling, building, or structure or the lot, tract, or parcel of real property upon which the structure is situated or upon which the public health hazard or general nuisance exists based upon a 50-year title examination conducted in accordance with the title standards of the State Bar of Georgia;

(3) Persons having paid an occupational tax to the governing authority for a location or office at the subject building or structure; or

(4) Persons having filed a property tax return with the governing authority as to the subject property, building, or structure.

Public authority means any member of a governing authority, any housing authority officer, or any officer who is in charge of any department or branch of the government of the municipality, county, or state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in the county or municipality.

Public officer means the officer or officers who are authorized by O.C.G.A. §§ 41-2-7, 41-2-8 and 41-2-9 through 41-2-17 and by this chapter adopted under O.C.G.A. §§ 41-2-7, 41-2-8 and 41-2-9 through 41-2-17 to exercise the powers prescribed by this chapter or any agent of such officer or officers.

Repair means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

Resident means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Section Two. Section 54-2-3 (Determination by public officer that under existing ordinances dwellings, buildings, or structures are vacant and sample conditions of nuisances) in Chapter 54 (Nuisances), Article 2 (Unfit Dwellings or Structures) of the City Code of Ordinances is hereby amended by striking the section in its entirety and inserting in lieu thereof the following language:

(a) *Determination of Nuisance.* The public officer may determine, under existing ordinances, that a dwelling, building, or structure is unfit for human habitation or is unfit for its current commercial, industrial, or business use if he/she finds that conditions exist in such building, dwelling, or structure which are dangerous or injurious to the health, safety, or morals of the occupants of such dwelling, building, or structure; of the occupants of neighborhood dwellings, buildings, or structures; or of other residents of the city. Such conditions include the following (without limiting the generality of the foregoing):

(1) Defects therein increasing the hazards of fire, accidents or other calamities;
(2) Lack of adequate ventilation, light, or sanitary facilities;
(3) Dilapidation;
(4) Disrepair;
(5) Structural defects;
(6) Uncleanliness;
(7) Use in connection with drug crimes, sex crimes, or

(7) Other additional standards which may from time to time by adopted and referenced herein by ordinance amendment.

(b) *Determination and Notice.* The public officer may determine that a dwelling, building, or structure is vacant, dilapidated, or being used in connection with the commission of drug crimes or child-related crimes based upon personal observation or report of a law enforcement agency and evidence of drug or child-related crimes being committed. If the public officer determines that the dwelling, building, or structure is vacant, dilapidated, or being used in connection with the commission of drug or child-related crimes, than the public officer must send a notice via certified mail to the owner of record of the dwelling, building, or structure. Said notice shall (1) enumerate the condition that the public officer determined the dwelling, building or structure to constitute a nuisance; (2) enumerate the actions which such person should take in order to abate the nuisance; and (3) the fines incurred if such nuisances is not abated.

(c) *Fines*. The record owner of the dwelling, building, or structure shall have forty-five (45) days from the date of the notice to abate the nuisance. If the record owner fails to do so, then the public officer shall send citation via certified mail to the record owner. The fine shall be $150.00 for residential properties and $350.00 for commercial properties, and shall double every ninety (90) days that the nuisance is not abated. Notice must be provided to property owner of the fine and any subsequent fines thereafter. The municipality reserves the right to utilize any and all available remedies at law to abate said nuisance.

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

Section Four. Severability.

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or

unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

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

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

ORDAINED this _____ day of _____, 2019.

CITY OF HAPEVILLE, GEORGIA

_____
Alan Hallman, Mayor

ATTEST:

_____
Crystal Griggs-Epps, City Clerk

APPROVED BY:

_____
City Attorney

STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO REVISE CHAPTER 11 ("BUSINESS LICENSING AND REGULATION"), ARTICLE 11 ("COMMERCIAL SOLICITATIONS AND TRANSIENT MERCHANTS") SECTION 11-11-2 ("DEFINITIONS") AND SECTION 11-11-3 ("SOLICITING") OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA TO PROVIDE FOR THE REGULATION OF MOBILE FOOD VENDORS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the mayor and council. The mayor and council shall be the legislative body of the City; and,

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

WHEREAS, amendments to any of the provisions of the City's Code may be made by amending such provisions by specific reference to the section number of the City's Code; and,

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

WHEREAS, the governing authority of the City finds it desirable to provide for the licensing, operation and regulation of Mobile Food Vendors.

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

Section One. Section 11-11-2 (Definitions) in Chapter 11 (Business Licensing and Regulation), Article 11 (Commercial Solicitations and Transient Merchants) of the City Code of Ordinances is hereby amended and revised as follows:

Sec. 11-11-2. Definitions.

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As used in this article, the following terms shall have the respective meanings ascribed to them:

Ice Cream Truck shall mean a motor vehicle in which ice cream, popsicles, ice sherbets, snow cones or other frozen desserts of any kind are carried for the purpose of retail sale on the streets of the city.

Mobile Food Vendor shall mean a retail food establishment that reports to and operates from a Commissary and is readily moveable, is a motorized wheeled vehicle or a towed wheeled vehicle designed and equipped to serve food.

Solicit or *soliciting* shall mean taking orders, selling, or seeking orders or clients for the purchase of goods, wares, merchandise, foodstuffs, products, subscriptions, or services of any kind, character, or description whatsoever. The terms "solicit" or "soliciting" shall not include transient merchants.

Transient merchant shall mean any person or entity who sets up or displays merchandise for sale outside of a building on any lot where the person or entity setting up or displaying such merchandise does not also lawfully conduct business regularly in a building located on that lot. A transient merchant shall not include a person conducting a yard sale at a private residence.

Section Two. Chapter 11 (Business Licensing and Regulation), Article 11 (Commercial Solicitations and Transient Merchants) of the City Code of Ordinances is hereby amended and renamed to “Section 11-11-3 (Regulation and Licensing Mobile Food Vendors)” and said section is stricken in its entirety and replaced as follows:

Section 11-11-3 - Regulation and Licensing of Mobile Food Vendors.

(a) It shall be unlawful for any person to sell, or offer for sale, food of any type from a Mobile Food Vendor without a license first having been granted under this section, except for such activities conducted in connection with City-sponsored events.

(b) An application for a permit hereunder shall be submitted to the City Clerk or his or her designee setting forth all information required hereunder and in compliance with this ordinance. The City Clerk or his or her designee shall develop a form of application for the purpose of compliance with this article. The application shall be accompanied by an executed indemnity agreement indemnifying and releasing the City, its agents, employees and elected officials from any and all liability against any and all claims, actions and suits of any type whatsoever arising in connection with the activities of the Mobile Food Vendor pursuant to the permit issued hereunder. Mobile Food Vendor permits shall be active for ninety (90) days commencing on the day of issuance.

(c) The following information shall be provided with each application for a Mobile Food Vendor permit, along with an application fee of $100.00 and an executed Release and Indemnification Agreement provided by the City:

(1) Name of the Mobile Food Vendor;

(2) Make, model and license plate number of vending unit;

(3) Owner's contact information;

(4) Operator's contact information;

(5) Copy of approved permit from the Fulton County Health Department;

(6) List of operating locations and times including map detailing the position of the vehicle, and current zoning in said locations;

(7) Signatures from property owners indicating consent for the use of their property; and

(8) Signature of applicant indicating agreement to the listed requirements.

(d) Except for Ice Cream Trucks, no Mobile Food Vendor shall conduct business or operate in the public right-of-way. Mobile Food Vendors must be located in a lot that can safely be accessible by patrons. Mobile Food Vendors cannot be parked on sidewalks, grass, or areas not intended for parking vehicles.

(e) A Mobile Food Vendor shall not operate on any private property without the prior written consent of the owner. A Mobile Food Vendor shall not be allowed to park overnight on any private property without the prior written consent of the owner.

(f) A Mobile Food Vendor may operate on City owned property, if: (1) the Mobile Food Vendor has received permission to do so from the City Manager; (2) has paid the $25.00 daily fee to park and operate on the City lot; and (3) has indicated the appropriate City owned location, date, and times of use on the application. At no time shall a Mobile Food Vendor be allowed to park overnight on any City owned property. Designated City lots, dates and times are attached hereto and incorporated herein as Exhibit “A”.

(g) A Mobile Food Vendor shall maintain a one million dollar ($1,000,000.00) liability insurance policy. Proof of current liability insurance, issued by an insurance company licensed to do business in Georgia, protecting the Mobile Food Vendor, the public and the City from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit, shall be provided to the City as part of its permit application. If the Mobile Food Vendor does not have insurance, the Mobile Food Vendor may be under the umbrella of an existing business with the business’ permission to do so. Such arrangement documentation shall be included with the application to the City.

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(h) A Mobile Food Vendor shall not make sounds or announcements to call attention to the mobile food vehicle either while traveling on the public rights-of-way or when stationary. At all times said Mobile Food Vendor shall be in compliance with the City's noise ordinance.

(i) The license under which a Mobile Food Vendor is operating must be firmly attached and visible on the Mobile Food Vendor at all times.

(j) Any driver of a Mobile Food Vendor motorized vehicle must possess a valid Georgia driver's license.

(k) Mobile Food Vendors shall not be located within fifteen (15) feet of any street intersection or pedestrian crosswalk or ten (10) feet of any driveway.

(l) A Mobile Food Vendor shall not sell or offer to sell any goods, foods, products, or services between the hours of 10:00 p.m. to 9:00 a.m.

(m) Vending structures shall not be left unattended or stored at any time on the open vending site when vending is not taking place or during restricted hours of operation.

(n) No sale or offer for sale of ice cream, frozen milk, frozen dairy or ice confection products shall be made from a Mobile Food Vendor unless each side of the vehicle is marked, in letters and numbers at least three (3) inches in height, with the name and address of the Mobile Food Vendor licensee.

(o) Mobile Food Vendors shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over this subject matter.

(p) The following safety regulations shall apply to any and all vehicles operating under this article or used for mobile retail food establishments:

(1) Every vehicle shall be equipped with a reverse gear signal alarm with a sound distinguishable from the surrounding noise level.

(2) Every vehicle shall be equipped with two (2) rear-vision mirrors, one (1) at each side, firmly attached to the outside of the motor vehicle, and so located as to reflect to the driver a view of the highway to the rear, along both sides of the vehicle.

(q) A Mobile Food Vendor may only sell food and non-alcoholic beverage items. A Mobile Food Vendor may sale alcoholic beverages if all proper licensing requirements are satisfied and if the Mobile Food Vendor has all necessary permits and/or licenses.

Section Three. Preamble Incorporated. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

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Section Four. Codification. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Five. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2019.

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CITY OF HAPEVILLE, GEORGIA

_____

Alan Hallman, Mayor

ATTEST:

_____

City Clerk

APPROVED BY:

_____

City Attorney

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