

Mayor and Council

700 Doug Davis Drive
Hapeville, GA 30354

June 7, 2016

Agenda

7:00 PM

1. Call To Order

2. Roll Call

Mayor Alan Hallman
Alderman at Large Ruth Barr
Councilman at Large Michael Randman
Councilman Ward I Joshua Powell
Councilman Ward II Diane Dimmick

3. Welcome

4. Pledge Of Allegiance

5. Invocation

6. Presentations

6.I. Employee Recognition

6.II. 3rd Quarter Report - Finance

Documents: [3RD QUARTER REPORT - FINANCE.PDF](#)

7. Public Comments On Agenda Items

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

8. New Business

8.I. 1st Reading Ordinance 2016-14 Alcohol Extension

Background

The temporary relief Ordinances passed for assisting the new microbrewery operations are due to expire on June 30, 2016 unless Council takes prompt action to extend. A special Council workshop needs to be scheduled to correct these issues as well as other items in the existing alcohol code. Staff recommends passage of the proposed Ordinances to extend (???) and that a date certain be set for a July workshop to give the City Attorney the direction needed to draft a new comprehensive ordinance. Staff recommends July 19th or 26th.

Should you have any additional questions, please feel free to contact the City Manager.

Documents: [EXTENDED ALCOHOL AMENDMENT COMPARISON CHART.PDF](#),
[EXTENDED ALCOHOL ORDINANCE AMENDMENT.PDF](#)

8.II. Consideration And Action On Ordinance 2016-15 Extended Stay Hotels Moratorium
Background:

In 2015 Council passed a moratorium on the development of Extended Stay Hotels in the City. The moratorium was for the purpose of clarifying rules and standards for new development of extended stay hotel projects. First reading was held on February 16, 2016 on the new rules.

The Moratorium was subsequently re-established on March 5, 2016.

After receiving public comment, staff has modified the ordinance to take into account the comments made at first reading. The major changes made were to have a minimum size of at least 100 rooms, a minimum standard of 400 sq. feet per room and upgrade the requirements for amenities provided to include hot breakfast and larger screen TV's in each room. Council also desired to have a Special Use Permit requirement for such uses in all RMU Zones and protection of residential properties abutting such uses in the U-V zone.

In summary, the proposed ordinance would (1) continue to allow extended stay hotels in the C-2, General Commercial Zone, (2) eliminate extended stay hotels as a permitted use in the C-R, Commercial Residential Zone, (3) render the use subject to a Special Use Permit process in the RMU Zone, and (4) prohibit extended stay hotels in the U-V Zone when abutting a residential lot.

Staff is now satisfied that all zoning allowances have been considered and that little to no impacts will occur to neighborhoods in the City while accommodating this important market segment. We recommend approval of this Ordinance and the lifting of the moratorium.

The Planning Commission will be hearing this matter in June and the City will bring this matter back to Mayor and Council on July 19th. The staff recommends tabling this matter until then.

Should you have any additional questions, please feel free to contact the City Manager or City Planner.

Documents: [EXTENDED STAY HOTEL MORATORIUM EXTENSION 6_7.PDF](#)

8.III. Consideration And Action On Resolution 2016-05 Surplus Fire Department
Background

Staff discussed with Council on several occasions the need to surplus one piece of fire equipment a 1995 International Ambulance. Potential buyer has made an offer of \$3,000. After further review the staff believes that this is a fair offer and recommends acceptance, however, if the Council wishes for this item to be placed on govdeals then the staff will follow all appropriate measures to post the apparatus.

Documents: [2016-05 SURPLUS RESOLUTION.PDF](#)

8.IV. Consideration And Action To Enter Into An A Letter Of Agreement With KaBoom For Design And Build Of A Playground For Master Park In The Amount Of \$8,500 And To Authorize The Mayor To Execute All Necessary Documents Pending Legal Review.

Background:

In early May, staff had preliminary conversations with the KaBoom Granting Agency that offers a wide variety of funding opportunities to help you bring more play into communities. After speaking with Program Officer's about Hapeville, staff were encouraged to apply for a KaBoom Playground Design & Build Playground Grant for Master Park.

Improvements to this park's playground would offer a much needed safe play area for active families to walk/bike to and to gather. Although improvements to the park such as paving/walking trail accessibility were made possible in recent years through CDBG Funds, the play equipment is aging, limited, and in a state of disrepair--where safety concerns are rising. Recently the playground site was identified by the Hapeville Cares Community volunteers as a place in need of clean-up and the site received some much needed TLC! The space can be prepped and ready to let our community's children inspire the playground of their dreams. With the funding assistance and expertise of the KaBOOM team, we could make this playground the place that would be accessible to children and their families to visit and interact with and have fun. The Master Park site was deemed by staff and KaBoom Program Officers as being an ideal site for a grant application due to several factors including the age of the equipment, cost of replacement, and the proximity to the Recreation Department's accessible programs, the Hapeville Elementary School and the Hapeville Library that also could make use of the park. With many children walking to and from school, using the City and County facilities before and after school for activities.

Staff including Community Services, Economic Development and Recreation Departments have made a written pre-application to KaBoom and held a pre-screening conference call. The next step to be considered by the KaBoom Grant panel for the award, if interested in pursuing the grant, would be to authorize the Mayor to sign the Letter of Intent and Partner Agreement. Staff has reviewed the Parks and Grounds Site Improvements funds and could make \$8,500 available for this site improvement project.

For additional information, please contact the City Manager.

Documents: [KABOOM GRANT PACKAGE.PDF](#)

8.V. Consideration And Action On Resolution 2016-08 CID Expansion

Background

The attached resolution is requested by the newly formed CID that has properties in our City. Under State Statutes the City is to approve a Resolution naming the Board member to represent the interests of the community on the expanded CID Board. Mr. Joe Folz is requesting the honor of serving in this role. City staff is very comfortable working with Mr. Folz due to our experience when he served as Chairman of the Aerotropolis Board. We also note the tremendous community involvement of Porsche USA in numerous City events and causes. Staff recommends approval of the resolution and that Council name Mr. Folz as the representative on the expanded CID Board.

Should you have any questions, please feel free to contact the City Manager or Mr. Gerald McDowell, Executive Director of the CID. Mr. McDowell's phone # is 404-349-2211.

Documents: [AWCID EXPANSION RESOLUTION - HAPEVILLE.PDF](#), [AWCID - 2016 CERTIFICATION EXPANSION PACKET.PDF](#)

9. Public Comments

At this time, the Chairperson opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Mayor and Council meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Chairperson reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for

resolution.

10. Mayor And Council Comments
11. Executive Session (If Needed)
12. Appointment Of Fire Chief
13. Adjourn

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

100-GENERAL FUND
FINANCIAL SUMMARY

CITY OF HAPEVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES	8,128,665	570,704.76	7,874,116.89	0.00	254,547.77	96.87
LICENSES AND PERMITS	189,000	7,754.00	198,307.92	0.00	9,307.92	104.92
INTERGOVERNMENTAL REV	0	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	230,500	45,341.56	262,595.79	0.00	32,095.79	113.92
FINES AND FORFEITURES	400,000	22,399.66	126,649.19	0.00	273,350.81	31.66
INVESTMENT INCOME	0	23.54	146.27	0.00	146.27	0.00
CONTRIBUTIONS	10,550	3,300.00	6,489.25	0.00	4,060.75	61.51
MISC REVENUE	71,363	96.92	13,348.11	0.00	58,014.89	18.70
OTHER FINANCING SOURCES	1,635,300	113,005.19	832,560.36	0.00	802,739.64	50.91
TOTAL REVENUES	10,665,378	762,625.63	9,314,213.78	0.00	1,351,163.88	87.33
EXPENDITURE SUMMARY						
COUNCIL						
PERSONNEL SERVICES	33,586	2,564.80	24,666.05	0.00	8,919.95	73.44
CONTRACTED SERVICES	21,000	6,203.03	10,356.03	0.00	10,643.97	49.31
SUPPLIES & MINOR EQPT	500	0.00	628.73	0.00	128.73	125.75
TOTAL COUNCIL	55,086	8,767.83	35,650.81	0.00	19,435.19	64.72
MAYOR						
PERSONNEL SERVICES	9,043	690.54	6,658.61	0.00	2,384.39	73.63
CONTRACTED SERVICES	2,000	660.00	1,844.62	0.00	155.38	92.23
SUPPLIES & MINOR EQPT	7,500	0.00	4,094.99	0.00	3,405.01	54.60
TOTAL MAYOR	18,543	1,350.54	12,598.22	0.00	5,944.78	67.94
CITY CLERK						
PERSONNEL SERVICES	93,743	9,599.41	74,176.93	0.00	19,566.07	79.13
CONTRACTED SERVICES	21,250	2,364.54	17,623.97	0.00	3,626.03	82.94
SUPPLIES & MINOR EQPT	2,500	26.43	619.37	0.00	1,880.63	24.77
CAPITAL OUTLAYS > \$5000	0	0.00	0.00	0.00	0.00	0.00
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY CLERK	117,493	11,990.38	92,420.27	0.00	25,072.73	78.66
ELECTIONS						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTED SERVICES	7,600	0.00	6,294.29	0.00	1,305.71	82.82
TOTAL ELECTIONS	7,600	0.00	6,294.29	0.00	1,305.71	82.82

CITY OF HAVENVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
FINANCIAL ADMINISTRATION						
PERSONNEL SERVICES	444,272	31,268.41	231,634.97	0.00	212,637.03	52.14
CONTRACTED SERVICES	435,833	29,567.47	237,903.71	0.00	197,929.29	54.59
SUPPLIES & MINOR EQPT	36,500	2,704.02	26,746.05	0.00	9,753.95	73.28
CAPITAL OUTLAYS > \$5000	15,000	961.88	10,685.36	0.00	4,314.64	71.24
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCIAL ADMINISTRATION	931,605	64,501.78	506,970.09	0.00	424,634.91	54.42
LAW						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTED SERVICES	207,200	63,700.16	354,875.62	0.00	147,675.62	171.27
SUPPLIES & MINOR EQPT	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAYS > \$5000	0	0.00	0.00	0.00	0.00	0.00
TOTAL LAW	207,200	63,700.16	354,875.62	0.00	147,675.62	171.27
HUMAN RESOURCES						
PERSONNEL SERVICES	358,438	22,358.29	255,146.25	0.00	103,291.75	71.18
CONTRACTED SERVICES	26,400	410.00	710.00	0.00	25,690.00	2.69
SUPPLIES & MINOR EQPT	1,500	503.93	1,304.00	0.00	196.00	86.93
CAPITAL OUTLAYS > \$5000	0	0.00	0.00	0.00	0.00	0.00
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
TOTAL HUMAN RESOURCES	386,338	22,452.22	257,160.25	0.00	129,177.75	66.56
INFORMATION TECHNOLOGY						
PERSONNEL SERVICES	65,300	1,598.56	4,728.53	0.00	60,571.47	7.24
CONTRACTED SERVICES	228,000	17,919.57	249,641.39	0.00	21,641.39	109.49
SUPPLIES & MINOR EQPT	7,000	0.00	0.00	0.00	7,000.00	0.00
CAPITAL OUTLAYS > \$5000	110,000	3,407.76	47,788.04	0.00	62,211.96	43.44
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING USES	0	0.00	0.00	0.00	0.00	0.00
TOTAL INFORMATION TECHNOLOGY	410,300	22,925.89	302,157.96	0.00	108,142.04	73.64
MUNICIPAL COURT						
PERSONNEL SERVICES	165,625	10,329.99	85,515.15	0.00	80,109.85	51.63
CONTRACTED SERVICES	22,950	1,637.53	22,057.47	0.00	892.53	96.11
SUPPLIES & MINOR EQPT	1,000	0.00	36.53	0.00	963.47	3.65
CAPITAL OUTLAYS > \$5000	0	0.00	0.00	0.00	0.00	0.00
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
TOTAL MUNICIPAL COURT	189,575	11,967.52	107,609.15	0.00	81,965.85	56.76

CITY OF HAPEVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
POLICE ADMINISTRATION						
PERSONNEL SERVICES	2,580,352	213,795.07	1,746,050.87	0.00	834,301.13	67.67
CONTRACTED SERVICES	138,400	22,636.65	161,976.65	0.00	23,576.65	117.04
SUPPLIES & MINOR EQPT	137,100	8,692.50	80,628.34	0.00	56,471.66	58.81
CAPITAL OUTLAYS > \$5000	144,000	1,060.00	1,515.97	0.00	142,484.03	1.05
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	25,000	2,097.33	20,973.30	0.00	4,026.70	83.89
TOTAL POLICE ADMINISTRATION	3,024,852	248,281.55	2,011,145.13	0.00	1,013,706.87	66.49
FIRE ADMINISTRATION						
PERSONNEL SERVICES	2,118,822	199,222.02	1,588,606.84	0.00	530,215.16	74.98
CONTRACTED SERVICES	77,000	13,894.39	69,532.85	0.00	7,467.15	90.30
SUPPLIES & MINOR EQPT	123,000	7,660.95	81,855.75	0.00	41,144.25	66.55
CAPITAL OUTLAYS > \$5000	68,000	951.10	32,707.34	0.00	35,292.66	48.10
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	189,665	6,211.28	65,960.91	0.00	123,703.75	34.78
TOTAL FIRE ADMINISTRATION	2,576,487	227,939.74	1,838,663.69	0.00	737,822.97	71.36
HIGHWAY AND STREETS ADMIN						
PERSONNEL SERVICES	448,078	38,567.88	300,121.60	0.00	147,956.40	66.98
CONTRACTED SERVICES	29,300	941.00	22,161.17	0.00	7,138.83	75.64
SUPPLIES & MINOR EQPT	230,010	18,843.46	185,558.71	0.00	44,451.29	80.67
CAPITAL OUTLAYS > \$5000	6,000	0.00	7,056.90	0.00	1,056.90	117.62
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	181,000	236,046.33	387,773.54	0.00	206,773.54	214.24
TOTAL HIGHWAY AND STREETS ADMIN	894,388	294,398.67	902,671.92	0.00	8,283.92	100.93
PARTICIPANT RECREATION						
PERSONNEL SERVICES	376,653	32,396.43	270,167.06	0.00	106,485.94	71.73
CONTRACTED SERVICES	52,650	6,029.82	32,378.46	0.00	20,271.54	61.50
SUPPLIES & MINOR EQPT	115,900	4,510.13	68,745.87	0.00	47,154.13	59.31
CAPITAL OUTLAYS > \$5000	2,000	0.00	360.00	0.00	1,640.00	18.00
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0	419.43	4,194.30	0.00	4,194.30	0.00
TOTAL PARTICIPANT RECREATION	547,203	43,355.81	375,845.69	0.00	171,357.31	68.68
PARK AREAS & GROUNDS						
PERSONNEL SERVICES	378,209	35,412.67	274,620.81	0.00	103,588.19	72.61
CONTRACTED SERVICES	81,000	7,032.17	93,553.78	0.00	12,553.78	115.50
SUPPLIES & MINOR EQPT	146,000	11,804.32	99,345.83	0.00	46,654.17	68.05
CAPITAL OUTLAYS > \$5000	75,000	962.02	32,977.70	0.00	42,022.30	43.97
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
TOTAL PARK AREAS & GROUNDS	680,209	55,211.18	500,498.12	0.00	179,710.88	73.58

CITY OF HAPEVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2016

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
INSPECTION						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTED SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MINOR EQPT	0	0.00	0.00	0.00	0.00	0.00
TOTAL INSPECTION	0	0.00	0.00	0.00	0.00	0.00
PLANNING & ZONING						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTED SERVICES	122,350	7,675.24	67,671.25	0.00	54,678.75	55.31
SUPPLIES & MINOR EQPT	0	57.45	64.95	0.00	64.95	0.00
CAPITAL OUTLAYS > \$5000	0	0.00	0.00	0.00	0.00	0.00
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
TOTAL PLANNING & ZONING	122,350	7,732.69	67,736.20	0.00	54,613.80	55.36
CODE ENFORCEMENT						
PERSONNEL SERVICES	109,807	8,760.11	76,008.24	0.00	33,798.76	69.22
CONTRACTED SERVICES	39,000	313.95	33,712.92	0.00	5,287.08	86.44
SUPPLIES & MINOR EQPT	6,100	132.24	2,490.38	0.00	3,609.62	40.83
CAPITAL OUTLAYS > \$5000	0	0.00	0.00	0.00	0.00	0.00
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
TOTAL CODE ENFORCEMENT	154,907	9,206.30	112,211.54	0.00	42,695.46	72.44
ECONOMIC DEVELOPMENT						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTED SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MINOR EQPT	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAYS > \$5000	0	0.00	0.00	0.00	0.00	0.00
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING USES	0	0.00	0.00	0.00	0.00	0.00
TOTAL ECONOMIC DEVELOPMENT	0	0.00	0.00	0.00	0.00	0.00
MAIN STREET						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTED SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES & MINOR EQPT	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAYS > \$5000	0	0.00	0.00	0.00	0.00	0.00
OTHER COSTS (NOC)	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAIN STREET	0	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING USES						
INTERFUND TRANSACTIONS	146,200	(249,783.40)	0.00	0.00	146,200.00	0.00
TOTAL OTHER FINANCING USES	146,200	(249,783.40)	0.00	0.00	146,200.00	0.00
TOTAL EXPENDITURES	10,470,336	843,998.86	7,484,508.95	0.00	2,985,826.71	71.48
REVENUE OVER/(UNDER) EXPENDITURES	195,042	(81,373.23)	1,829,704.83	0.00	1,634,662.83	938.11

EXTENDED ALCOHOL ORDINANCE AMENDMENTS

<u>Issue/Provision</u>	<u>Current Hapeville Code</u>	<u>Revised Proposed Ordinance</u>
<p>Chapter 5, Alcohol Beverages, Article 6.3, Growlers, Sec. 5-6.3-2, General Regulations</p>	<p>(j) Temporary Exemption. Nothing within this chapter shall prohibit a licensed growler store from selling beer and wine by the glass, on premises, in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until June 30, 2016 or until the effective date of City’s pending comprehensive update of Chapter 5 of the City’s Alcohol Beverages Code, whichever occurs sooner.</p>	<p>(j) Temporary Exemption. Nothing within this chapter shall prohibit a licensed growler store from selling beer and wine by the glass, on premises, in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until September 30, 2016 or until the effective date of City’s pending comprehensive update of Chapter 5 of the City’s Alcohol Beverages Code, whichever occurs sooner.</p>
<p>Chapter 26, Offenses and Miscellaneous Provisions, Article 2, Personal Conduct, Sec. 26-2-20, Brown-bagging</p>	<p>(d) Temporary Exemption. Nothing within this section shall prohibit a licensed establishment from engaging in alcohol related activities in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until June 30, 2016 or until the effective date of City’s pending comprehensive update of Chapter 5 of the City’s Alcohol Beverages Code, whichever occurs sooner.</p>	<p>(d) Temporary Exemption. Nothing within this section shall prohibit a licensed establishment from engaging in alcohol related activities in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until September 30, 2016 or until the effective date of City’s pending comprehensive update of Chapter 5 of the City’s Alcohol Beverages Code, whichever occurs sooner.</p>

STATE OF GEORGIA

CITY OF HAPEVILLE

ORDINANCE NO.

AN ORDINANCE TO EXTEND TEMPORARY ALCOHOL RELATED AMENDMENTS WITHIN CHAPTERS 5 AND 26, OF THE CODE OF ORDINANCES FOR THE CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Hapeville, Georgia (the “City”) is the Mayor and Council thereof;

WHEREAS, the Georgia Alcohol Beverage Code (O.C.G.A. § 3-1-1 et al.) regulates state-wide alcoholic beverage related activities in the State of Georgia;

WHEREAS, Chapter 5, Alcoholic Beverages, and Chapter 26, Offenses and Miscellaneous Provisions, of the City of Hapeville Code of Ordinances, further regulate alcoholic beverage related activities within the City;

WHEREAS, the Mayor and Council are in process of implementing a comprehensive review of the City's alcohol related regulations with respect the Georgia Alcohol Beverage Code and the changing needs of the City; and

WHEREAS, the Mayor and Council find it desirable and in the interest of the health, safety, and welfare of the citizens of the City to temporarily amend certain provisions of the City’s alcohol ordinances to address the immediate needs of the City while its comprehensive review is underway.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, and by the authority thereof:

Section 1. That the City Code, Chapter 5, Alcohol Beverages, Article 6.3, Growlers, Sec. 5-6.3-2, General Regulations, is hereby amended by adding a new subsection (j) to read as follows:

(j) Temporary Exemption. Nothing within this chapter shall prohibit a licensed growler store from selling beer and wine by the glass, on premises, in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until September 30, 2016 or until the effective date of City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.

Section 2. That the City Code, Chapter 26, Offenses and Miscellaneous Provisions, Article 2, Personal Conduct, Sec. 26-2-20, Brown-bagging, is hereby amended by adding a new subsection (d) to read as follows:

(d) Temporary Exemption. Nothing within this section shall prohibit a licensed establishment from engaging in alcohol related activities in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until September 30, 2016 or until the effective date of City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.

Section 3. (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 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. Penalties in effect for violations of the Zoning Ordinance of the City of Hapeville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this ____ day of _____, 2016.

CITY OF HAPEVILLE, GEORGIA

ALAN HALLMAN, Mayor

ATTEST:

JENNIFER ELKINS, City Clerk

APPROVED AS TO FORM:

STEVE FINCHER, City Attorney

STATE OF GEORGIA

CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA EXTENDING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR PERMITS, LICENSES OR INSPECTIONS RELATED TO THE DEVELOPMENT OF EXTENDED STAY HOTELS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE AND EFFECTIVE DATE; TO PROVIDE A PENALTY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Hapeville has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City of Hapeville; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, pursuant to case law found at *City of Roswell et al v. Outdoor Systems, Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001); *Lawson v. Macon*, 214 Ga. 278, 104 S.E.2d 425 (1958); and *Taylor v. Shetzen*, 212 Ga. 101, 90 S.E.2d 572 (1955); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Georgia Supreme Court, in the case of *DeKalb County v. Townsend*, 243 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The City of Hapeville has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Mayor and Council of the City of Hapeville have, as a part of planning, zoning and growth management, been in review of the City's Zoning Ordinances and have been studying the City's best estimates and projections of the type of development which could be anticipated within the City of Hapeville; and

WHEREAS, the Mayor and Council deem it important to develop a comprehensive plan which integrates all of these concerns and therefore consider this moratorium a proper exercise of its police powers; and

WHEREAS, the Mayor and Council therefore consider it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City of Hapeville. The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; in particular, the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic

qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Mayor and Council of the City of Hapeville that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled," *Berman v. Parker*, 348 U.S. 26, 75 S.Ct. 98 (1954); *Kelo v. City of New London*, 545 U.S. 469, 125 S. Ct. 2655, 162 L. Ed. 2d 439 (2005). It is also the opinion of the City that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

WHEREAS, the Mayor and Council are, and have been interested in, developing a cohesive and coherent policy regarding certain uses in the City, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE and by the authority of the same:

SECTION I.
FINDINGS OF FACT

The Mayor and Council of the City of Hapeville hereby make the following findings of fact:

- (a) It appears that the City's development ordinances, Zoning Ordinance and/or Comprehensive Land Use Plan require an additional review by the City of Hapeville as they relate to the development of extended stay hotels;
- (b) Substantial disorder, detriment and irreparable harm would result to the citizens, businesses and City of Hapeville if the current land use regulation scheme in and for the above described use in the City were to be utilized by property owners prior to a more thorough review;
- (c) The City's ongoing revision of its code, comprehensive plan and zoning ordinances requires that a limited cessation of development and building permits, occupation tax permits, and other licenses and permits, with respect to the above described use, be enacted;
- (d) It is necessary and in the public interest to delay, for a reasonable period of time, the processing of any applications for such developments, to ensure that the design, development and location of the same are consistent with the long-term planning objectives of the City; and
- (e) That the Georgia Supreme Court has ruled that limited moratoria are reasonable and do not constitute land use when such moratoria are applied throughout the

City under *City of Roswell et al v. Outdoor Systems Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001).

SECTION II.

EXTENSION OF MORATORIUM

- (a) There is hereby extended a moratorium on the acceptance by the staff of the City of Hapeville of rezoning or the acceptance of applications for variances, permits or inspections for the development of any “extended stay hotels,” or for any other license or permit, for the purpose of authorizing such or similar uses as described in the Zoning Ordinance of the City of Hapeville.
- (b) “Extended stay hotel” means a building that otherwise meets the definition of Hotel, but in which Cooking Facilities are included in more than twenty percent (20%) of its total guest rooms.
- (c) The duration of this moratorium shall be until the City adopts a revision to the City Code of the City of Hapeville related to the above referenced use, or until September 6, 2016, whichever first occurs. This moratorium is an extension of the moratorium that was imposed on March 5, 2016 and expires on June 7, 2016.
- (d) This moratorium shall be effective as of June 7, 2016.
- (e) This moratorium shall have no effect upon approvals or permits previously issued or as to development plans previously approved by the City. The provisions of this Ordinance shall not affect the issuance of permits or site plan reviews that have received preliminary or final approval by the City on or before the effective date of this Ordinance.

(f) As of the effective date of this Ordinance, no applications for rezoning, development, variances or permits for the above described use will be accepted by any agent, employee or officer of the City with respect to any property in the City of Hapeville, and any permit so accepted for filing will be deemed in error, null and void, and of no effect whatsoever and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such permit shall be unreasonable.

(g) The following procedures shall be put in place immediately. Under *Cannon v. Clayton County*, 255 Ga. 63, 335 S.E.2d 294 (1985); *Meeks v. City of Buford*, 275 Ga. 585, 571 S.E.2d 369 (2002); *City of Duluth v. Riverbroke Props.*, 233 Ga. App. 46, 502 S.E.2d 806 (1998), the Supreme Court stated, "Where a landowner makes a substantial change in position by expenditures and reliance on the probability of the issuance of a building permit, based upon an existing zoning ordinance and the assurances of zoning officials, he acquires vested rights and is entitled to have the permit issued despite a change in the zoning ordinance which would otherwise preclude the issuance of a permit." Pursuant to this case, the City of Hapeville recognizes that, unknown to the City, de facto vesting may have occurred. The following procedures are established to provide exemptions from the moratorium where vesting has occurred:

A written application, including verified supporting data, documents and facts, may be made requesting a review by the Mayor and Council at a scheduled meeting of any facts or circumstances which the applicant feels substantiates a claim for vesting and the grant of an exemption.

SECTION III.

(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 and 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 Chapter 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 IV.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION V.

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

ORDAINED this _____ day of _____, 2016.

CITY OF HAPEVILLE, GEORGIA

Alan H. Hallman, Mayor

ATTEST:

Jennifer Elkins, City Clerk

APPROVED AS TO FORM:

Steve Fincher, City Attorney

RESOLUTION NO. 2016-05

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY ITEMS DEEMED TO BE SURPLUS TO THE REASONABLY FORESEEABLE NEEDS OF THE CITY OF HAPEVILLE

WHEREAS, certain items of equipment belonging to the City of Hapeville are obsolete and no longer used by the City; and

WHEREAS, the value, obsolescence and condition of these items of inventory make it impractical to trade the same in on future purchases of new inventory items from the list of assets of the City; and

WHEREAS, it is in the best interests of the citizens of Hapeville, Georgia to dispose of these items of inventory; and

BE IT, AND IT IS HEREBY RESOLVED by the Mayor and Council of the City of Hapeville as follows:

1. That the items of inventory belonging to the City of Hapeville as shown in Exhibit "A" hereto are declared to be surplus to the reasonably foreseeable needs of the City;
2. That it is deemed to be for the common benefit of the residents of the City of Hapeville to dispose of said inventory; and
3. That the items listed in Exhibit "A" hereto may be disposed in a manner that is in the best interests of the City of Hapeville.

This Resolution having been properly considered and adopted by the City Council of the City of Hapeville, Georgia, the same is hereby APPROVED this ___ day of _____, 2016.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Jennifer Elkins, City Clerk

APPROVED AS TO FORM:

Steven M. Fincher
Attorney for City of Hapeville

Exhibit "A"

Make	Model	Description
International	1996	Ambulance
Stuphen	1986	Aerial ladder truck



May 25th 2016

Dear applicant:

Congratulations on making it to the third round of the selection process for the *Build it with KaBOOM!* playground grant! Before moving your application to the fourth and final step in the process, your organization will need to submit the following:

- Signed Letter of Intent, which signifies full contract approval by your organization

At this stage in the selection process, KaBOOM! requires all applicants to review and approve the draft Letter of Agreement (contract). Please have your organization's authorized signatory and any other necessary parties review and approve the attached contract. Once this has been completed, the signatory must sign the Letter of Intent indicating that the contract is fully reviewed and approved and that your organization is prepared to sign an official contract within three business days of being awarded the Build it with KaBOOM! playground grant.

KaBOOM! cannot recommend your application to the Funding Partner until the contract has been approved. Please note that signing the Letter of Intent does not guarantee funding or approval. Rather, we are now able to move you to the final step in the application process.

If you are applying in partnership with one or more organizations, please have each partner sign a separate Letter of Intent. If you have questions about submitting a Letter of Intent for respective partners, please contact your Community Outreach representative.

This is a boilerplate contract and changes cannot be made. However, if your signatory or any other reviewers have any questions, please direct them to your Community Outreach representative.

We look forward to receiving your signed Letter of Intent by June 8th, 2016.

Sincerely,

Sally Dorman, Associate Director, Community Outreach
(O) 202.464.6412 (F) 202.659.0210
kaboom.org

KaBOOM! Letter of Intent

By signing this document, I understand that if my organization is selected for a KaBOOM! project, my organization will (please initial each point):

- _____ Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- _____ Fundraise \$8,500 USD toward the cost of playground equipment
- _____ Own and maintain the playground for its lifetime
- _____ Provide land and secure all necessary permits for construction of playground
- _____ Remove all existing playground equipment currently on site
- _____ Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- _____ Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- _____ Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- _____ Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- _____ Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- _____ Recruit at least 20 community members, residents, and/or parents to participate in the Design Day and planning process
- _____ Recruit 30 volunteers from the community to participate in two preparation days and recruit 75 volunteers from the community to participate on Build Day
- _____ Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- _____ Build the playground through supervised volunteer installation
- _____ Accept liability for and maintain the playground upon build completion
- _____ Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- _____ Indemnify and hold harmless KaBOOM! and the Funding Partner
- _____ Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. *Please ensure that the person authorized to sign contracts signs below.*

Legal Name of Organization: _____

Name and Title of Signatory (please print): _____

Authorized Signature: _____ Date: _____

Signatory Mailing Address: _____

Contact information for person who should receive KaBOOM! Invoice:

Name:

Telephone number:

Mailing Address:

Email:

Fax:



COMMUNITY PARTNER PLAYGROUND AGREEMENT

June 3, 2016

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that «The City of Hapeville» (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and «FP» (referred to herein as the Funding Partner) in the construction of a new playground at Master Park, 497 King Arnold Street, Hapeville, GA 30354 (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner must contribute \$8,500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).
 - (b) Project Site.
 - (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
 - (ii) Permits. Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
 - (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
 - (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
 - (v) Maintenance. Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project

planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc.

- (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Day. The Community Partner shall recruit «Volunteers» adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on «BD_» and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project.
- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders,

employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) Insurance. The Community Partner is self-insured and is responsible for providing coverage for its own employees and against liability for bodily injury, death and property damage that may arise out of or be based on the use of the playground at "Community Partner location", from 7 (seven) calendar days before the Build Day and for a minimum of one year afterward, in each case, in amounts not less than one million dollars (\$1,000,000). This self-insurance shall be primary over any other insurance covering KaBOOM! and its funding partners.
- (j) Indemnification. The Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.

2. Obligations of KaBOOM!

- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.
- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
- (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.

- (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This

Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

«CP»

KaBOOM!, Inc.

By: _____

Name: Alan Hallman

Title: Mayor

Address:

City Hall 3468 N. Fulton Avenue, Hapeville, GA 30354

T: 404-669-2100

e-mail: ahallman@hapeville.org

By: _____

Name: Gerry Megas

Title: Chief Financial Officer

Address:

4301 Connecticut Ave. NW, Suite ML-1

Washington, DC 20008

T: (202) 464- 6180

F: (202) 659-0210

e-mail: gmeegas@kaboom.org

«Signatory_2»

_ «Signatory_3»

Contact information for the person who should receive KaBOOM! invoices:

Name: Jennifer Elkins

Telephone number: 404-669-2100

Mailing Address:
3468 N. Fulton Avenue
Hapeville, GA 30354

Email: jelkins@hapeville.org



Build it with KaBOOM!

Thanks to the generosity of funding partners, KaBOOM! has ongoing grant opportunities—based on geographic locations where and when KaBOOM! has funding—for community partners to transform their community spaces! KaBOOM! encourages potential community partners to apply proactively so that as grant opportunities present themselves, KaBOOM! can quickly be in touch with you to schedule the next steps in the process.

BENEFITS

- Receive a new custom-designed playground and playspace with enhancement projects!
- Engage community members to work toward a common goal.
- Participate in a planning process that will help you fundraise, strengthen your community, build relationships, and develop media relations skills that can be used for future community projects.
- Establish an ongoing relationship with KaBOOM! through our Playmaker Network and a sponsor who wants to make a long-term impact in your community.

ELIGIBILITY

Applicant must:

- Serve a low-income and/or special needs community.
- Have no playground or need to replace an existing unsafe or outdated one.
- Work with the community, with guidance from a dedicated KaBOOM! Project Manager, to fundraise toward the cost of equipment.
- Own the land on which you wish to build, or have a long-term lease and get permission from the landowner to construct a playground.
- Demonstrate ability to recruit a team of parents, neighbors, and community members who are excited about serving on the planning committee for an eight to ten week period, plus recruit approximately 100 community members to participate on Build Day.
- Complete any needed site preparation on at least 2,500 square feet in order to create a flat, dirt surface (e.g., removing old equipment or asphalt, etc.)
- Secure soil tests, utility checks, and build permits in a timely manner.
- Identify community resources to secure additional in-kind contributions such as breakfast and lunch for Build Week, tools, restroom facilities, and a dumpster.
- Accept ownership and maintenance responsibilities for the playspace upon completion of project.

apply.kaboom.org

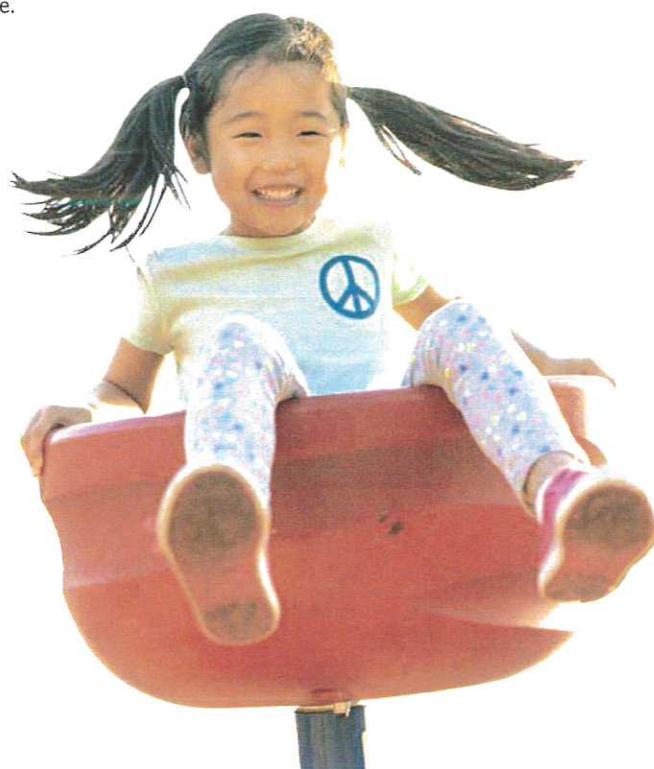
QUICK TIP

The strongest community partners will:

- Serve children from a low-income population, serve children with special needs or are located in a disaster-impacted community
- Demonstrate the need for a playground in your community
- Have a space that does not currently have a playground on site or have a playground that needs to be replaced
- Will implement a community-build model to engage the larger community in all aspects of project planning and playground build execution

GET IN TOUCH

apply@kaboom.org





APPLICATION PROCESS

Step 1: Application

Each potential Community Partner is required to complete an application about their organization(s) and the community they serve. The application requires pictures of the potential playground site, a map showing the site dimensions, and additional background information.

Step 2: Interview call

Upon receipt of a viable application, an Outreach team member will schedule a call with the community to discuss the scope of the project and the responsibilities involved. The call will cover, among other things, fundraising, volunteer recruitment, parental involvement, liability and maintenance, site logistics, tools and materials, playground design, legal responsibilities, and Design Day and Build Day festivities. Participants in the call typically include the primary contacts at the organization(s) applying and others who will play an integral role in the process.

Step 3: Follow-up materials

Next, the applicant will be asked to submit additional materials including a signed Letter of Intent, a petition demonstrating support for the project within the broader community, a logo, and proof of landownership.

KaBOOM! requires each potential applicant to review the draft Letter of Agreement and affirm in writing that they are ready to sign that agreement if chosen for the project. Since KaBOOM! schedules a Design Day soon after a Community Partner is confirmed, any contract negotiations must take place before KaBOOM! recommends an organization to a Funding Partner.

Step 4: KaBOOM! review panel

Once follow-up materials are submitted, an internal panel at KaBOOM! will review the prospective Community Partner and their proposed site to determine if the Community Partner is a finalist for current funding opportunities in their area.

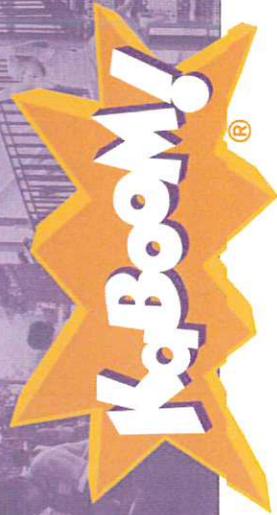
Step 5: Final interview call and recommendation to the Funder

Finalists will proceed to a final screening call. It is essential to have one or more non-staff community members on this call. This call often takes place with the account manager who works directly with the Funding Partner. This is the final step before KaBOOM! formally recommends a potential Community Partner to a KaBOOM! Funding Partner.

Once the Funding Partner confirms a Community Partner, the selected Community Partner will be notified immediately. If selected, planning for the project may begin immediately! The remaining qualified candidates will be notified and considered for future opportunities.

apply.kaboom.org

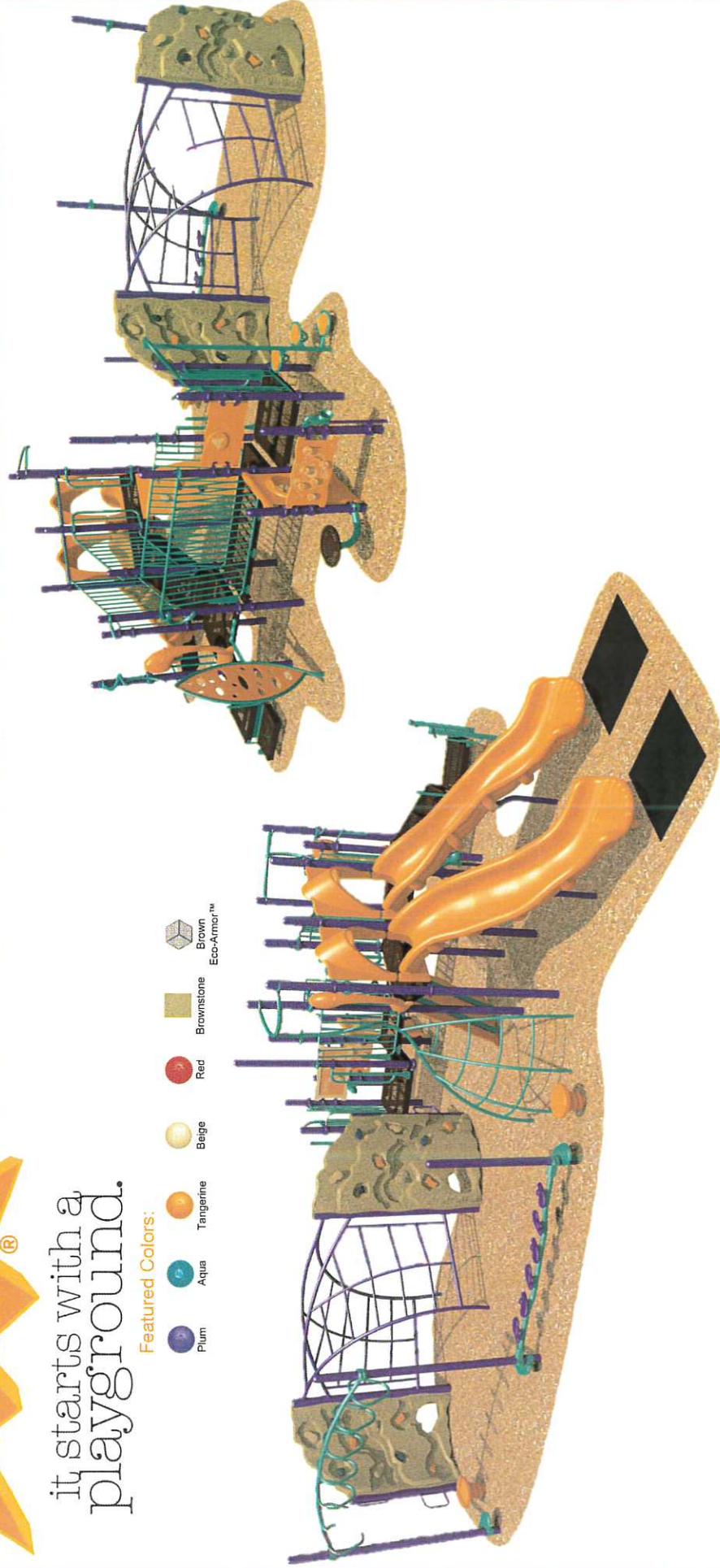
A great place to play coming soon!



it starts with a
playground.

Featured Colors:

- Plum
- Aqua
- Tangerine
- Beige
- Red
- Brownstone
- Brown Eco-Armor™

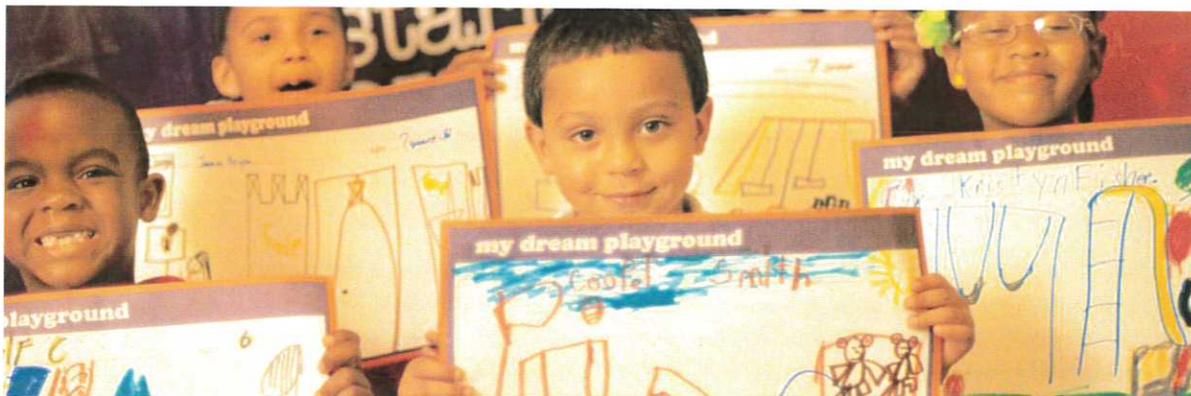


Playground design provided
by KaBOOM! Partner in play



get involved at kaboom.org

Build it with KaBOOM! Project Summary



KaBOOM! is the national non-profit dedicated to the bold goal of ensuring that all children, particularly the 16 million American children living in poverty, get the balance of active play they need to become healthy and successful adults. KaBOOM! creates and catalyzes great places to play, inspires, empowers and leads play advocates, and educates and elevates the societal conversation about the importance of play in children's lives. KaBOOM! has been a powerful champion for play since its founding in 1996, working with partners to build, improve and open more than 15,000 playgrounds, engage more than 1,000,000 volunteers and serve more than 6,600,000 children.

Contents

- [Who's Who | Getting to Know the PLAYers](#)
- [Project Timeline](#)
- [Site Preparation & Construction](#)
- [Administrative & Legal Responsibilities](#)
- [Community Engagement | The Planning Committee](#)
- [KaBOOM! Corporate Sponsorship Policy](#)

Who's Who | Getting to Know the PLAYers

KaBOOM!

The Community Outreach team at KaBOOM! is responsible for screening and guiding applicants for playground projects through the selection process and ultimately preparing organization/s for a *community-led* play space project. KaBOOM! will:

- Pair partners with a certified playground safety inspector Project Manager & Installer
- Provide coaching and guidance for approximately 8 – 10 weeks of project planning
- Facilitate Design Day in person, leading discussion around community building
- Facilitate Build Week in person, serving as a liaison between partners and vendors
- Support community's relationship with a sponsor, also known as a Funding Partner
- Offer tools and mentorship from our growing [Playmaker Network](#) for the community

Community Partner | That's You!

A Community Partner can be one or several child-serving non-profits serving a high need population in need of a safe place for children to play. We look for Community Partners who have a "Can Do" spirit, are prepared to take on the roles and responsibilities involved in completing a community-built playground project. Community Partners will:

- Build playspace that includes 2500 square foot playground with [enhancement projects](#)
- Form a committee of 10 – 15 community members working as a team on project planning
- Develop meaningful relationships to support community-build planning process
- Own or attain permission to build on available land
- Complete necessary site preparation
- Assume insurance, maintenance, and liability of the new play space
- Research and secure any necessary permits required locally to build play space
- Contribute a cash contribution towards the cost of equipment
- Host Design Day and Build Week

Funding Partner | The Sponsor

KaBOOM! has worked with more than 200 [Funding Partners](#) over the past 18 years to build more than 2,400 playgrounds, creating places to play for an estimated 6.6 million children. Many of our Funding Partners want to make an impact in specific geographic areas, such as where they are based or have a local office, so they designate the city they would like to build in and provide insight into the type of Community Partner with whom they are hoping to work. Funding Partners will:

- Generously donate the majority of funds needed for the playground project
- Select their Community Partner for the play space project
- Commit volunteers to help build the playground alongside community volunteers
- Establish a relationship with their KaBOOM! Community Partner
- Support our collective vision to promote and protect play through their networks

Project Timeline

Confirming Selection

Each Build It with KaBOOM! opportunity is extremely competitive. In order to consider potential organizations, KaBOOM! requires the submission of several key documents before the application is considered complete (see [Administrative & Legal](#)). When a Community Partner is selected by a Funding Partner, the general timeline between notifying Community Partner of their selection and meeting the Project Manager and Funding Partner is two weeks, although in some cases it may be more or less. During this time, selected partner(s) will want to mobilize all that expressed interest in their involvement.

Design Day¹

The official kick off ...this is where the fun begins. It is when we give the true play experts—the *kids*—a chance to tell us what they would like to see on their new playground. Design Day is also the time to rally the community, get them committed to joining the planning committee and ask for their input on the playground design.



1 hr

Site Walk



1 hr

Youth Portion



2+ hrs

Community Meeting



Site Walk | The purpose of the site walk is to familiarize the Project Manager with the site for the new playground with key representatives of the Construction committee and those knowledgeable about site preparation, applicable permitting, and installation decisions.

Youth Portion | This energetic and heartwarming session is where children will be asked to draw and present their dream play spaces! A minimum of 20 children from the direct community and/or served by the partnering organization(s) must be present.

Community Meeting | At least 20 adults should participate in this “town hall” type meeting, with the central goal of Design Day being to finalize a planning committee. Participants should be interested in taking on responsibility during the entire process.

Build Week

Prep Day 1	Prep Day 2	Build Day
30 volunteers	30 volunteers	200 – 250 volunteers
8 am – 5 pm	8 am – 5 pm	8 am – 3 pm

Prep Day volunteers take care of various jobs (unloading playground equipment, cutting lumber for enhancement projects, priming walls for murals, etc.). It is not always necessary to use both Prep Days if everything is accomplished on Prep Day 1, but you should be prepared to recruit for both days. Build Day typically runs from an 8 am arrival on site to a 3 pm ribbon cutting ceremony. Volunteers should plan to stay for the duration of the day.



¹ Following Design Day, the Project Manager will submit the community's wish list to Playworld Systems. Playworld's designers will produce three (3) custom designs and the community will be responsible for picking the winning design.

Site Preparation & Construction

Construction Committee

The goal of this team is to prepare the site for the build and get the tools and materials needed as introduced during outreach and implemented during the planning process.

1. **Site preparation** – The Community Partner is responsible for the completion of site preparation. The entire playground footprint must be prepared to a flat, dirt surface with no more than a 2% grade and any existing playground equipment within this footprint must be removed. Different ground surfacing involves alternative preparation expectations that would be discussed during screening. Test holes will be requested by the Project Manager to get a sense for the challenges around hole digging. This must all be **completed at least two weeks before Build Day**.



2. **Soil Testing** – If selected, The Community Partner must have the soil tested of proposed playground site for levels of lead and arsenic prior to the Design Day. Partners may identify the lab of choice as long as they test for lead and arsenic. Past Community Partners have used the following company with success: testamericainc.com/locations/locationmap.htm. It is the community partners' responsibility to have the results analyzed according to local standards to see if the levels are acceptable. *If levels are too high, it is the Community Partner's responsibility to remediate the soil appropriately.*
3. **Utility Check** – If selected, the Community Partner must have public and private utility checks completed. The public utility check should be a free service from utility providers. The first check must happen right after a site is selected and **completed by Design Day** so any utility lines that will affect the design of the playground can be taken identified when the playground is designed. It is the responsibility of the Community Partner to extend the utility check to cover the Build Week, when holes will be dug for the playground.
4. **Signage** – A sign welcoming visitors to the playground will be installed near the entrance of the playground. The Welcome Sign is two-sided and measures 30.25 inches by 12.25 inches. The language on the sign will include the appropriate age range of the playground as decided by the Community Partner as well as the organization's logo(s) and the logos of KaBOOM! and the Funding Partner.
5. **Tools** – The community is collectively responsible for providing the tools necessary for the Prep Days and Build Day. We encourage communities to find ways to gather the required tools through lending and by involving other community groups or members in the project, saving the cost of purchasing the tools. Some cities have public tool banks, which is a great place to start.

Sample Tool List & Sample Pictures

- Wheelbarrows (15)
- Spade shovels (30)
- Rock/metal rakes (30)
- Digging bars (2 - 3)
- Manual post hole diggers (5)
- Cement (or garden) hoes (15)
- Garden hoses (2 - 3) with Spray Nozzles
- Power Strips/Cord Splitters (5)
- Pop Up Tents (4)
- 6' & 8' Step Ladders (2 - 3 each)
- 4 lb. Mini Sledge & 8 lb. Sledge Hammers (2 each)
- Claw Hammers (10)
- Tamps (3)
- Corded Drills (10+)
- Cordless Drills with Chargers (5+)
- 25' & 100' Extension Cords (5 each)
- Garbage Cans (3-5)
- Tables (15) & Chairs (60)



Skid Steer (1)



12" & 18" Auger Bits



Spade Shovels



Metal Rakes



Cement Mortar Hoes



Wheelbarrows



Manual Post Hole Diggers



Digging Bar



Tamp



12" Miter Saw



Drills (Cordless / Corded)



6' & 8' Step Ladders

Sample Enhancement Projects

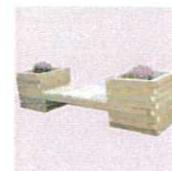
Work with a KaBOOM! Project Manager to identify projects that will transform your outdoor space for community gatherings and activities. More examples can be found on our [website](http://www.kaboom.org).



Mendocino Bench



Picnic Tables



Planter Bench



Wooden Shade Structure



Asphalt Games / Painting



Gardening

Administrative & Legal Responsibilities

1. **Community Partner Agreement** – KaBOOM! requires potential Community Partner(s) to review and approve the draft Community Partner Agreement by any legal or board review, before moving ahead in the competitive application process. Referred to as a *Letter of Agreement (LOA)*, we cannot fully consider any organization until this document has been reviewed and approved by all necessary parties. You do not need to fill out the template. **Please direct any questions or comments to your Community Outreach team member immediately.**
2. **Land Ownership** – Community Partners must provide either proof of land ownership (a copy of the deed, tax records, or a property survey) or a copy of their current lease and a Letter of Permission from the landowner. KaBOOM! will provide the template letter in the latter case.
3. **Insurance** – Community Partners must be able to provide insurance for the playground amounting to one million dollars in commercial liability insurance or equivalent, as well as add KaBOOM! and the Funding Partner as ‘additional insured’ parties for the Build Week and one year thereafter. Proof of insurance must be submitted to KaBOOM! 30 days prior to the Build Day. Insurance is not required to be in place until Build Week. For self-insured entities, the self-insurance must be primary for the same amount of time. It is imperative that applicants check in with their insurance broker to ensure this can be completed.
4. **Permitting** – Community Partners must determine whether or not they need a permit to build a playground at the proposed site. Identifying the process for obtaining and ultimately obtaining a permit (if applicable) can be time consuming; it is important to understand these requirements during the selection process, so that KaBOOM! and the community partner can meet timelines required by any applicable permit. Prior to the KaBOOM! Build Day, securing a permit is the sole responsibility of the Community Partner.
5. **Community Contribution** – Community Partners are responsible for raising a financial contribution of \$8,500 for the project, which may be raised using a combination of existing funds, grassroots fundraising and local business support.² This cash contribution is due to KaBOOM! 30 days before the Build Day and goes directly toward the playground equipment costs.
6. **Playground Surfacing** – *Build it with KaBOOM! Grants* include Engineered Wood Fiber (EWF). EWF is safe and ADA compliant under play structures, as long as it is regularly raked to an even, deep distribution. Community Partners interested in alternative forms of safety surfacing are responsible for fully securing the funds for site preparation, completing site preparation in advance, purchase, and installation of alternative safety surfacing.

² KaBOOM! encourages Community Partners to reach out to local organizations for support, but please be aware that KaBOOM! enforces a **Corporate Sponsorship Policy** which we ask all Community Partners to abide by to ensure that the Funding Partner receives primary acknowledgement and that no competitors of the Funding Partner are solicited for support.

Community Engagement | The Planning Committee

Planning Committee³

Committee Chairs and the Planning Committee make up the core of every KaBOOM! project. If selected, Community Partners are responsible for identifying Chairs and recruiting 10-15 committed individuals who will drive the project forward to ensure success, as well as focusing on the lasting impact the project can have on the community. Planning Committee members should be available to participate in a one-hour weekly conference call with the Funding Partner and KaBOOM! Project Manager as well as commit to time in-between calls to fulfill responsibilities.

A toolkit with resources for all planning committee teams can be found on our website, [here](#).

The Planning Committee will be broken down into the following Leaders & Teams

Main Points of Contact / Committee Chairs

- Champion community engagement throughout the process
- Track & celebrate the community's accomplishments on a weekly basis

Play Chair

- Identifies a volunteer to lead a playful warm-up during Build Day kick-off
- Develop ways for children to participate in the project from the beginning to the end
- Teach & mentor youth about volunteerism & instilling ownership of the playground
- Facilitate play activities into the planning process build day and post-build
- Criteria: creative, responsible and good with children

We've heard from our alumni that there is significant impact made on the individual child who is a part of the planning and implementation of a KaBOOM! project. Ideas for encouraging and supporting youth involvement are available on our [website](#).

Recruitment Team

- Helps recruit 30 volunteers on Prep Day 1 and Prep Day 2
- Helps recruit and track anywhere from 75 – 200 community volunteers for Build Day
- At least half of the volunteers should be community members, residents, and/or parents
- Secures a sound system with mic to play music and make announcements during build day
- Identifies a photographer and/or videographer to document Build Day

Fundraising Team

By contributing to the project financially, the community gains greater ownership of their playground and this helps ensure long term care and maintenance.

- Prepares a solicitation letter and distributes to potential community supporters
- Hosts fundraising events that encourages broad community support and contribution
- Tracks donations and submits payment of \$8,500 to KaBOOM! in a timely fashion

³ At least 50% of the Planning Committee must be **non-staff**, including parents, grandparents or guardians of children served by the partnering organization, as well as interested residents and community members.

Food Team

This team will build new relationships and help shine a light on the project and the great work communities are doing with businesses that are a part of the community.

- Feeds volunteers a healthy and easy to serve breakfast & lunch all 3 days of build week
- Provides healthy snacks & beverages to keep volunteers hydrated all 3 days of build week
- Develops a plan for serving, distributing, and cleaning up a designated food area
- Ensures that there are suitable vegetarian options

Logistics Team

- Secures a storage area to store the equipment once it is delivered⁴
- Ensures restrooms are accessible for volunteers
- Identifies running water & electrical sources for build week
- Secures a 40 cubic yard dumpster and recycling container
- Knowledgeable about what debris from Build Day can be recycled or reused
- Develops a plan for on-site safety
- Secures a First Aid/CPR certified volunteer for each day of build week

PR Team

This team will be responsible for presenting this project to the community at large and to volunteers on Build Day.

- Participates in a PR specific call approximately 2 weeks after Design Day
- Generates press, publicity and social media materials announcing the project
- All materials must be sent to your KaBOOM! Project Manager prior to distribution

KaBOOM! Corporate Sponsorship Policy

Please be aware that KaBOOM! has a Corporate Sponsorship Policy that all Community Partners must abide by to ensure that contributions from the Funding Partner are appropriately acknowledged:

- Volunteers recruited from organizations or companies should be in groups of 10 or less
- No branded clothing or signage from groups other than the Community and Funding Partner may be worn during build week
- Volunteers cannot wear any hats, shirts, buttons, etc. identifying them as part of another group or organization
- Only the Funding Partner, Community Partner and KaBOOM! will have permanent signage or recognition on the project site
- Community Partners cannot solicit support from direct competitors of the Funding Partner
- If a restaurant donates food, they may include menus or cards on the serving table
- Other organizations and companies may be thanked by making one large banner recognizing all project supporters

⁴ In most cases, the KaBOOM! project budget can cover the expense of a temporary storage container, its delivery and pick-up from site.

**RESOLUTION
OF THE
HAPEVILLE CITY COUNCIL
CONSENTING TO EXPANSION OF
AIRPORT WEST COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 1987 Ga. L. 5460, as amended, the Georgia Legislature enacted the Fulton County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Airport West Community Improvement District (hereinafter "CID") was created by Resolution of the Fulton County Commission, the City of Atlanta, the City of College Park, and the City of East Point in 2014; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Fulton County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the City Council has determined that the expansion of the CID into the City of Hapeville would promote the provision of governmental services and facilities within said District; and

WHEREAS, the City Council has determined that the expansion of the CID into the City of Hapeville would be in the best interest of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hapeville consents to the expansion of the boundaries of the Airport West Community Improvement District as attached hereto. Further, due to the CID's expansion into the City of Hapeville, it is entitled to appoint a CID Elector to the CID Board of Directors, who shall be _____ and will serve at the pleasure of the City Of Hapeville.

PASSED AND ADOPTED by the Hapeville City Council, Georgia this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATION

I, FRANK LEWANDOWSKI, Chairperson of the Fulton County Board of Assessors, do hereby certify with respect to the expansion of a Community Improvement District (the "District"), as shown on the map attached hereto as Exhibit "A" and parcel list attached hereto as Exhibit "B", and as required under the Fulton County Community Improvement Districts Act, Ga. L. 1987 Ga. L. 5460, as amended, (the "Act") the following:

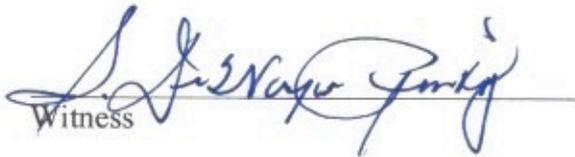
In satisfaction of Section 4(2)(A) and (B), written consents to the expansion of the Airport West Community Improvement District have been obtained from:

1. A majority of the owners of real property within the District which will be subject to taxes, fees and assessments levied by the Board of the District; and
2. The owners of real property within the District which constitutes at least seventy-five percent (75%) by value of all real property within the District which will be subject to taxes, fees and assessments levied by the Board and for this purpose values shall be determined by the most recent approved County ad valorem tax digest.

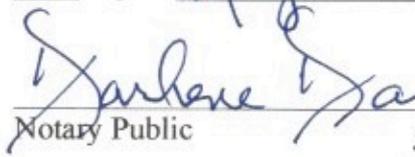
This the 12th of May, 2016.



FRANK LEWANDOWSKI
Fulton County Board of Assessors


Witness

Sworn to and subscribed before me, this
12 day of May, 2016.


Notary Public



AIRPORT WEST CID 2016 EXPANSION PARCELS

ParcelID	Address	Owner	TaxDist
13 0061 LL1081	5015 OLD NATIONAL HWY	5015 OLD NATIONAL HIGHWAY PROPERTY LLC	15
13 0061 LL1719	2480 OLD NATIONAL PKY	BHAGAT RAMESH C & HANSA R	15
13 0061 LL1487	5068 OLD NATIONAL HWY	BURGER KING CORP	15
14 0226 LL0190	REDWINE	CAMP CREEK INVESTMENT VENTURE LTD	20
14 0127 LL1024	3450 MAIN DR	DELTA AIR LINES	05
14 0127 LL1180	3450 MAIN ST NW	DELTA AIR LINES	05
14 0128 LL0033	3598 MAIN DR	DELTA AIR LINES INC	05
14 0128 LL0173	1222 TRUCK RD	DELTA AIR LINES INC	05
14 0127 LL0695	0 RAINEY AVE	DELTA AIR LINES INC	30
14 0098 LL0310	700 N CENTRAL AVE	DELTA AIR LINES INC	30
14 009800060479	0 WHITNEY AVE	DELTA AIR LINES INC	30
14 0127 LL1081	0 NORTH RD	DELTA AIR LINES INC IMP ONLY	30
14 0127 LL1032	0 DELTA BLVD	DELTA AIRLINES INC	05
14 0127 LL1073	0 MAIN DR	DELTA AIRLINES INC	05
14 0098 LL0237	760 DOUG DAVIS DR	DIGITAL DOUG DAVIS LLC	30
13 0034 LL0962	0 Washington RD	DUKE REALTY LIMITED PARTNERSHIP	20
13 0068 LL1720	5148 OLD NATIONAL HWY	FC ENTERPRISES INC	15
13 0061 LL1461	0 OLD NATIONAL HWY	FOUR NINE ZERO THREE OLD NATIONAL HOLDINGS LLC	15
13 0061 LL1396	5084 OLD NATIONAL HWY	GEORGIA ALABAMA COMMERCIAL INVESTMENTS LLC	15
13 0061 LL1107	0 OLD NATIONAL HWY	KELLETT STILES A JR ET AL	15
13 0061 LL1255	4903 OLD NATIONAL HWY	LARISSA INC	15
13 0061 LL1537	5058 OLD NATIONAL HWY	MARTINEZ MIGUEL A & GARCIA ELVIA	15
13 0061 LL1453	0 I 285	MC CONDICHIE PROPERTIES TWO	15
14 0226 LL0349	0 NORTH DESERT DR	MC DONALD ROBERT L MC DONALD CATHERINE	20
09F370001805706	0 BEN HILL RD	MC DONALD SOUTHMEADOW L L C	20
14 0098 LL0278	3585 ATLANTA AVE	NFR ECP I 3343 ATLANTA OPS CENTER LLC	30
13 0061 LL1685	5040 OLD NATIONAL HWY	OLD NATIONAL HIGHWAY PROP LLC	15
13 0061 LL1677	0 OLD NATIONAL HWY	OLD NATIONAL HIGHWAY PROP LLC	15
14 0226 LL0356	0 NORTH DESERT DR	PARK VENTURE LLC	20
13 0061 LL1412	5022 OLD NATIONAL HWY	PETROLEUM REALTY II L L C	15
14 0065 LL0814	320 PORSCHE AVE	PORSCHE CARS NORTH AMERICA INC	05
14 0096 LL0593	0 SOUTH CENTRAL AVE	PORSCHE CARS NORTH AMERICA INC	30Z
14 0096 LL0601	0 SOUTH CENTRAL AVE	PORSCHE CARS NORTH AMERICA INC	30Z
13 0065 LL0378	5325 BUFFINGTON RD	PPF INDUSTRIA BUFFINGTON ROAD DEVELOPMENT LLC	55
13 0061 LL1651	2505 GODBY RD	SOLID EQUITIES INC	15
13 0061 LL1842	4977 OLD NATIONAL HWY	TARONGA PROPERTIES 1 LLC	15
13 0061 LL1628	2471 OLD NATIONAL PL	TRAVEL LODGE OLD NATIONAL LLC	
14F0073 LL0800	3220 BUTNER RD	VISHAL CAMP CREEK LLC	55
14F0073 LL0818	3220 BUTNER RD STE 136	VISHAL CAMP CREEK LLC	55
14F0073 LL0974	0 BUTNER RD	VISHAL CAMP CREEK LLC	55
13 0061 LL0729	4995 OLD NATIONAL HWY	WAFFLE HOUSE INC	15
14 015900100040	0 CAMBRIDGE AVE	WOODWARD ACADEMY INC	15
13 0061 LL1529	5010 OLD NATIONAL HWY	YONG CHUNG LLC	15