

Mayor and Council Session

700 Doug Davis Drive
Hapeville, GA 30354

October 1, 2019 6:00PM

Agenda

1. Call To Order

2. Roll Call

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

3. Welcome

4. Pledge Of Allegiance

5. Invocation

6. Public Hearing

6.I. Consideration On Section 93-22.1-1 - To Amend And Update The Dimensional Requirements Within The Zoning Code - 1st Reading

Background:

Consideration of a text amendment to amend Chapter 93 (Zoning), Article 22.1 (Dimensional Requirements), Section 93-22.1-1 (Chart of Dimensional Requirements) to update the dimensional requirements to remove the minimum bed/bath requirement, reduce the minimum dwelling size for most residential units to 1,000-sf and correct missing information related to parking and loading requirements.

Staff Comment:

Applicant Comment:

Public Comment:

Documents:

[ORDINANCE - TEXT AMENDMENT DIMENSIONAL REQUIREMENTS.PDF](#)
[PLANNERS REPORT TEXT AMENDMENT DIMENSIONAL REQUIREMENTS.PDF](#)
[LEGAL ADV - DIMENSIONAL REQUIREMENTS, AD42835.PDF](#)
[MINUTES - 01-15-2019.PDF](#)

6.II. Consideration On Section 93-5-5 (Unit Size) To Amend And Update The Unit Size Requirements In The R-AD Zone - 1st Reading

Background:

Consideration of a text amendment to amend Chapter 93 (Zoning), Article 5 (R-AD Zone), Section 93-5-5 (Unit Size) for the purpose of updating the unit size requirements in the R-AD, Residential-Architectural Design Zone.

Staff Comment:

Applicant Comment:

Public Comment:

Documents:

[ORDINANCE - TEXT AMENDMENT UNIT SIZE.PDF](#)
[PLANNERS REPORT TEXT AMENDMENT DIMENSIONAL REQUIREMENTS.PDF](#)
[LEGAL ADV. - UNIT SIZE AD 423834.PDF](#)
[MINUTES - 01-15-2019.PDF](#)

6.III. Consideration On Section 93-1-2 To Amend And Update Veterinarians, Animal Hospitals And Kennels - 1st Reading

Background:

Consideration to amend Chapter 93 (Zoning) for the purpose of updating the definitions for veterinarian, animal hospital and kennel in Section 93-1-2 of the Zoning Code.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

[ORDINANCE - TEXT AMENDMENT \(VETS 2.0\).PDF](#)
[PLANNERS REPORT TEXT AMENDMENT VETERINARIAN DEFINITIONS.PDF](#)
[LEGAL ADV. - VETERINARIAN, ANIMAL HOSPITAL, KENNEL AD 423836.PDF](#)
[MINUTES - 4-9-2019.PDF](#)

6.IV. FY2020 Tax Millage Hearing And Consideration And Action To Set The Millage Rate At 16.11

Background:

Mayor and Council adopted the City Budget on final reading, June 18, 2019. The adopted Budget for FY 2019-20 is based on a recommended rate of 16.11 mills, unchanged from 2018. This rate has been advertised as required and is ready for adoption by Council. This is the third of three (3) hearings for that purpose. Three hearings are required by the state, due to the increase in Hapeville property tax assessments. As has been well documented, the Fulton County Tax Commissioner has gained approvals for 2017 and 2018 property digests. At this point in time staff projects that the General Fund millage of 16.11 Mills will generate approximately \$4.86M in billable Real Property Taxes. The City Budgeted \$4.30M in Real

Staff Comment

Applicant Comment

Public Comment

Documents:

[MILLAGE - 5 YEAR.PDF](#)
[MILLAGE - ASSESSMENTS - FULTON COUNTY CITIES.PDF](#)

7. Questions On Agenda Items

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

8. Consent Agenda

8.I. Approval Of Minutes

- August 6, 2019
- August 20, 2019
- September 12, 2019
- September 17, 2019

8.II. Approval Of Executive Session Minutes

- August 6, 2019
- August 20, 2019
- September 17, 2019

8.III. Consideration And Action To Approve Letter Of Support For MARTA To Purchase AT&T Decks Near Doraville Station

Background:

MARTA would like to buy the AT&T decks on their property near the Doraville station. The North Fulton Mayors volunteered to write letters of support, and MARTA would like to capture support from other areas affected as well. They understand that many of the riders start at one station to work and play in various parts of the Metro area. Attached is the letter of support provided for Mayor Hallman to sign, if approved.

Documents:

[LETTER OF SUPPORT FOR MARTA.PDF](#)

9. Old Business

10. New Business

10.I. Consideration And Action To Amend And Update Transient Merchant Ordinance To Include Language To Waive Fee For 501(C) Non-Profit And City-Sponsored Events - 1st Reading

Background:

On July 16, Mayor and Council approved a revised Transient Merchant ordinance. However, the approved ordinance did not include the option to waive the application fee for 501(c) non-profit events or city-sponsored events. Attached is an updated ordinance including this language.

Staff respectfully requests Mayor and Council to waive first reading due to the upcoming events in October.

Documents:

[ORDINANCE - TRANSIENT MERCHANT.PDF](#)

10.II. Consideration And Action On Flock Camera Agreement, 24 Cameras, \$48,000 Per Year
Background:

The City is taking steps to add more vigilance at key intersections and entry points. Hapeville has been testing three cameras since July 2018. We have seen positive information and are ready to implement more into the City plan for monitoring. With the City neighboring Hartsfield Jackson and the high incidence of auto break ins, thefts and human trafficking, the cameras will increase our ability to give the Police Department real-time data on vehicles coming through key areas.

Staff requests council approval to contract with Flock Safety for cameras at 12 intersections, 24 cameras in total, \$2000 per unit per year, for 2 years.

Documents:

[FLOCK SAFETY PURCHASE ORDER - CITY OF HAPEVILLE, GA \(1\).PDF](#)
[FLOCK TERMS AND CONDITIONS.PDF](#)
[FLOCK PROPOSED INTERSECTIONS.PDF](#)

10.III. Consideration And Action On Marketing Logo For City
Background:

On September 12, a Community Design Charrette was held to gauge public input on a marketing logo for the City. After taking public input into consideration, the logo options were narrowed down to the two attached images which garnered the most interest.

Staff respectfully requests that Mayor and Council select one marketing logo out of the two provided or provide suggestions for next steps.

Documents:

[HAPEVILLELOGO_CONCEPT 3.PDF](#)
[HAPEVILLELOGO_MODERNH_CONCEPT.PDF](#)

10.IV. Discussion And Action Initiated By Councilman Adams Regarding Needed Speed
Tables On Sims Street And Oakdale Road
Background:

Councilman Adams will initiate a discussion on the needed speed tables as a response to complaints and concerns for residents as it relates to speeders, and requests for calming measures. Refer to the attached document for signage request.

Documents:

[SPEED TABLE RESOLUTION.PDF](#)

11. City Manager Report

12. Public Comments

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15)

minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

13. Mayor And Council Comments

14. Executive Session

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

15. Adjourn

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

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

3
4 **ORDINANCE NO. _____**
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6 **AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 22.1**
7 **(“DIMENSIONAL REQUIREMENTS”), SECTION 93-22.1-1 (“CHART OF**
8 **DIMENSIONAL REQUIREMENTS”) OF THE CODE OF ORDINANCES, CITY OF**
9 **HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL**
10 **CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO**
11 **PROVIDE FOR OTHER LAWFUL PURPOSES.**
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13 **WHEREAS**, the Mayor and Council shall have full power and authority to provide for the
14 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
15 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
16

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

21 **WHEREAS**, amendments to any of the provisions of the City’s Code may be made by
22 amending such provisions by specific reference to the section number of the City’s Code; and,
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24 **WHEREAS**, existing ordinances, resolutions, rules and regulations of the City and its
25 agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall
26 remain effective until they have been repealed, modified or amended; and,
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28 **WHEREAS**, every official act of the Mayor and Council which is to become law shall be
29 by ordinance; and,
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31 **WHEREAS**, the procedures required for amending the City’s zoning ordinance have been
32 satisfied, including, but not limited to, notice and public hearings; and,
33

34 **WHEREAS**, the governing authority of the City finds it desirable to amend and update the
35 dimensional requirements within the zoning code.
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37 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
38 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
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40 **Section One.** Chapter 93 (Zoning), Article 22.1 (Dimensional Requirements), Section 93-
41 22.1-1 (Chart of Dimensional Requirements) of the City Code of Ordinances is hereby amended
42 by striking the section in its entirety and inserting in lieu thereof the following language:
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City of Hapeville Article 22.1 Dimensional Requirements

Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minimum Front Yard		Minimum		Maximum		Min. Parking Spaces	Max. Unit Per Bldg. Lot
							Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet		
R-O	Single-family Detached	60	10,000	10,000	1,600	40	30	30	6	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-1	Single-family Detached	50	6,750	6,750	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25	2 DU	
R-2	Single-family Detached	60	8,500	8,500	1,000	40	15	15	6	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	5	25	2 DU	

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	Two-Family Attached—Duplex		8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-3	Single-family Detached	60	8,500	8,500	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached—Duplex	60	8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
R-4	Single-family Detached	60	8,500	8,500	1,000	60	15	15	8	25	2½	35	2 DU	1

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	Accessory Structure(s)								5	6	2	25		
	Two-Family Attached Duplex	60	8,500	4,250	1,000	60	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Public/Townhomes	60	10,000	2,500	1,000	50	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or Less	100	10,000	3,000	730	50	20	20	10	25	2	30	2 DU	20
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or More	200	5 acres	2,000	730	50	20	20	10	25	4	40 b.	2 DU	20
	Accessory Structure(s)								5	5	2	25		

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R-5	Single-family Detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached 4 to 8 Units	40	10,000	2,500	1,000	70	15	15	5	10	2½	35	2 DU	a.
	Accessory Structure(s)							15	5	5	25			
R-SF	Single-family Detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-I	Single-family Detached	40	4,000	4,000	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached— Duplex	40	4,000	2,000	1,000	50	15	15	5	20	2½	35	2 DU	1

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	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	40	10,000	2,500	1,000	60	15	15	5	10	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
V	Single-family Detached	50	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	26		
	Single-family Attached—4 to 8 Units	50	10,000	2,500	1,000	70	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Condominiums	200	43,500	2,500	1,400	70	15	15	10	25		40 b..	2 DU	12

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	Accessory Structure(s) Conditional								5	5	2	25		Conditional
	Nonresidential	50	10,000	10,000	1,000	70	15	15	15	25		40 b..	c., d., e.	N/A
C-R	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2½	25		
	Two-Family Attached— Duplex	60	8,500	4,250	1,000	40	15	15	6	20	2½	35	2 DU	1
	Single-family Attached Patio/Townhomes	50	10,000	2,500	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Multifamily—2 Stories or Less	100	30,000	3,000	480	50	15	15	10	25	2	35	2 DU	1
	Nonresidential with floor areas not exceeding 6,000 sf	100	8,500		1,000	60	15	15	15	25	2½	40 b.	c., d., e.	

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	Nonresidential with floor areas in exceeding 6,000 sf	200	5 acres	1,000	500	50	15	15	15	25		40 b.	c., d., e.	
C-1	Nonresidential					80	15	15	0	0		40 b.	c., e.	
C-2	Nonresidential					80	15	15	0	0		40 b.	c., d., e.	
D-D	Nonresidential					80	15	15	0	0		40 b.	c., e.	
I-1	Light Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
I-2	Heavy Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
N-C	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Duplex	80	8,500	4,250	1,000	60	15	15	5	20	2½	35	2 DU	2

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	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or Less	100	10,000	3,000	480	50	20	20	10	26	2	35	2 DU	20
	Multifamily - 3 Stories or Greater	125	10,000	3,000	730	50	20	20	10	25	4	40 b.	2 DU	30
	Nonresidential	100	8,500		1,000	60	15	15	15	25	4	40 b.	c., d., e., f.	
UV	Single-family Detached	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	15 DU	1
	Accessory Structure(s)								0	0	2	25		
	Single-family Attached - Duplex	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family Attached Patio/Townhomes	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	a.

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	and Live-Work Unit													
	Accessory Structure(s)								0	0	2	25		
	Multifamily	20	2,000		600	90	0/15	0/15	0	0	4 g.	64 g.	1 DU	
	Nonresidential	20	2,000			90	0/15	0/15	0	0	4 g.	64 g.	d, e, i. j. k.	
RMU	Single-family Detached	30	2,400	m	1,000	100	0/16	0/15	0	0	2½	35	1.5 DU	1
	Accessory Structure(s)								0	0	2	25		
	Single-family Attached - Duplex	30	2,400	m	1,000	100	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family Attached Patio/Townhomes and Live-Work Unit	20	1,200	m	1,000	100	0/15	0/15	0	0	3	45	1 DU, h	a.

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	Accessory Structure(s)								0	0	2	25		
	Multifamily— Condominium	20	2,000	m	600	100	0/15	0/15	0	0	6 b.	m	1 DU	
	Non-Residential	20	2,000			100	0/15	0/15	0	0	6 b.	m	d., e., i., j., k.	

- a. Single-family attached patio/townhomes cannot have more than eight units per building and no less than four units attached.
- b. Buildings over 40 feet in height must be approved by the building official and fire chief to ensure that fire safety design standards are met.
- c. One parking space for every 200 square feet of enclosed commercial floor area.
- d. One parking space for every unit in a hospital, hotel, motel, boardinghouse, or similar establishment. One off-street loading space for every 10,000 square feet of building.
- e. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
- f. One parking space for every two employees on the largest shift of any industrial uses or similar establishment.
- g. Buildings over four stories or 64 feet in height must be approved by the planning commission and the fire chief to insurance that fire safety standards are met. One off-street loading space for every 10,000 square feet of building.
- h. All live-work units shall provide a total of three parking spaces per dwelling unit, one of which may be provided in adjacent on-street parking.
- i. Three parking spaces for every 1,000 square feet of enclosed commercial/office floor area.
- j. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
- k. Three parking spaces for every 1,000 square feet of enclosed restaurant floor area; and three parking spaces for every 1,000 square feet of unenclosed restaurant floor area when such floor area exceeds 300 square feet.
- l. Reserved.
- m. Reference subsection 93-11.5-3(18) Residential density limitations.

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

Section Three. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2019.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

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Crystal Griggs-Epps, City Clerk

APPROVED BY:

City Attorney



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

DATE: August 16, 2019
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: **Dimensional Requirements**

BACKGROUND

The Planning Commission has requested changes to the Dimensional Requirements to facilitate renovations and new development in the City of Hapeville. In the process of reviewing the Dimensional Requirements, staff has also identified errors in the existing text. The following text amendment adopts the changes recommended by the Commission and includes corrections to existing errors and is presented for recommendation to Mayor & City Council.

CODE

ARTICLE 5. - R-AD ZONE (RESIDENTIAL-ARCHITECTURAL DESIGN)

Change:

Sec. 93-5-5. - Unit size.

The minimum floor area of the principal dwelling shall not be less than 1,400 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

To:

Sec. 93-5-5. - Unit size.

The minimum floor area of the principal dwelling shall not be less than 1,000 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

ARTICLE 22.1 DIMENSIONAL REQUIREMENTS

Sec. 93-22.1-1. - Chart of dimensional requirements.

Remove column "Bed & Bath Req."

Other changes are highlighted in table below:

Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minimum Front Yard		Minimum		Maximum		Min. Parking Spaces	Max. Unit Per Bldg. Lot
							Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet		
R-O	Single-family Detached	60	10,000	10,000	1,600	40	30	30	6	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-1	Single-family Detached	50	6,750	6,750	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25	2 DU	
R-2	Single-family Detached	60	8,500	8,500	1,000	40	15	15	6	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	5	25	2 DU	
	Two-Family Attached—Duplex		8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
R-3	Single-family Detached	60	8,500	8,500	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached—Duplex	60	8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
R-4	Single-family Detached	60	8,500	8,500	1,000	60	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	6	2	25		
	Two-Family Attached Duplex	60	8,500	4,250	1,000	60	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Public/Townhomes	60	10,000	2,500	1,000	50	15	15	5	20	2½	35	2 DU	a.

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or Less	100	10,000	3,000	730	50	20	20	10	25	2	30	2 DU	20
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or More	200	5 acres	2,000	730	50	20	20	10	25	4	40 b.	2 DU	20
	Accessory Structure(s)								5	5	2	25		
R-5	Single-family Detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached 4 to 8 Units	40	10,000	2,500	1,000	70	15	15	5	10	2½	35	2 DU	a.
	Accessory Structure(s)							15	5	5	25			
R-SF	Single-family Detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-I	Single-family Detached	40	4,000	4,000	1,000	40	15	15	5	25	2½	35	2 DU	1

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached— Duplex	40	4,000	2,000	1,000	50	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	40	10,000	2,500	1,000	60	15	15	5	10	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
V	Single-family Detached	50	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	26		
	Single-family Attached—4 to 8 Units	50	10,000	2,500	1,000	70	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Condominiums	200	43,500	2,500	1,400	70	15	15	10	25		40 b..	2 DU	12
	Accessory Structure(s) Conditional								5	5	2	25		Conditional

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Nonresidential	50	10,000	10,000	1,000	70	15	15	15	25		40 b..	c., d., e.	N/A
C-R	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2½	25		
	Two-Family Attached— Duplex	60	8,500	4,250	1,000	40	15	15	6	20	2½	35	2 DU	1
	Single-family Attached Patio/Townhomes	50	10,000	2,500	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Multifamily—2 Stories or Less	100	30,000	3,000	480	50	15	15	10	25	2	35	2 DU	1
	Nonresidential with floor areas not exceeding 6,000 sf	100	8,500		1,000	60	15	15	15	25	2½	40 b.	c., d., e.	
	Nonresidential with floor areas in exceeding 6,000 sf	200	5 acres	1,000	500	50	15	15	15	25		40 b.	c., d., e.	
C-1	Nonresidential					80	15	15	0	0		40 b.	c., e.	
C-2	Nonresidential					80	15	15	0	0		40 b.	c., d., e.	
D-D	Nonresidential					80	15	15	0	0		40 b.	c., e.	

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
I-1	Light Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
I-2	Heavy Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
N-C	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Duplex	80	8,500	4,250	1,000	60	15	15	5	20	2½	35	2 DU	2
	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or Less	100	10,000	3,000	480	50	20	20	10	26	2	35	2 DU	20
	Multifamily - 3 Stories or Greater	125	10,000	3,000	730	50	20	20	10	25	4	40 b.	2 DU	30
	Nonresidential	100	8,500		1,000	60	15	15	15	25	4	40 b.	c., d., e., f.	
UV	Single-family Detached	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	15 DU	1
	Accessory Structure(s)								0	0	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Single-family Attached - Duplex	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family Attached Patio/Townhomes and Live-Work Unit	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	a.
	Accessory Structure(s)								0	0	2	25		
	Multifamily	20	2,000		600	90	0/15	0/15	0	0	4 g.	64 g.	1 DU	
	Nonresidential	20	2,000			90	0/15	0/15	0	0	4 g.	64 g.	d, e, i. j. k.	
RMU	Single-family Detached	30	2,400	m	1,000	100	0/16	0/15	0	0	2½	35	1.5 DU	1
	Accessory Structure(s)								0	0	2	25		
	Single-family Attached - Duplex	30	2,400	m	1,000	100	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family Attached Patio/Townhomes and Live-Work Unit	20	1,200	m	1,000	100	0/15	0/15	0	0	3	45	1 DU, h	a.
	Accessory Structure(s)								0	0	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Multifamily—Condominium	20	2,000	m	600	100	0/15	0/15	0	0	6 b.	m	1 DU	
	Non-Residential	20	2,000			100	0/15	0/15	0	0	6 b.	m	d., e., i., j., k.	

- a. Single-family attached patio/townhomes cannot have more than eight units per building and no less than four units attached.
- b. Buildings over 40 feet in height must be approved by the building official and fire chief to ensure that fire safety design standards are met.
- c. One parking space for every 200 square feet of enclosed commercial floor area.
- d. One parking space for every unit in a hospital, hotel, motel, boardinghouse, or similar establishment. One off-street loading space for every 10,000 square feet of building.
- e. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
- f. One parking space for every two employees on the largest shift of any industrial uses or similar establishment.
- g. Buildings over four stories or 64 feet in height must be approved by the planning commission and the fire chief to insurance that fire safety standards are met. One off-street loading space for every 10,000 square feet of building.
- h. All live-work units shall provide a total of three parking spaces per dwelling unit, one of which may be provided in adjacent on-street parking.
- i. Three parking spaces for every 1,000 square feet of enclosed commercial/office floor area.
- j. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
- k. Three parking spaces for every 1,000 square feet of enclosed restaurant floor area; and three parking spaces for every 1,000 square feet of unenclosed restaurant floor area when such floor area exceeds 300 square feet.

l. Reserved.

m. Reference subsection 93-11.5-3(18) Residential density limitations.

Public Notice Order Confirmation

Ad Order # 0000423835 PO # Ordered By Adrienne Senter

Account #	Name	Address
9005051	CITY OF HAPEVILLE	3468 NORTH FULTON AVENUE, ATLANTA, GA 30354
Phone	Fax	Email
404-669-8269	404-669-3302	

Daily Report

Placement: Government Notice Position: Public Hearing County:
Run Dates: 10/01 # of Ins: 1 Ad Size: 62 Words
Subject: Chart of dimensional requirements

Gross Amount
10.00

Affidavit Fee
5.00

Amount Due
15.00

Ad Text Corrections

Please review and provide corrections as needed.

NOTICE

The City of Hapeville, Georgia will be considering an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 22.1 (Dimensional requirements), Section 93-22.1-1 (Chart of dimensional requirements) to amend and update the dimensional requirements within the zoning code on October 1, 2019 at 6:00 p.m. in the Municipal Court Complex located at 700 Doug Davis Drive, Hapeville, Georgia 30354.
#0000423835:10/01-1AS

Payment By Credit Card

() Visa () MC () Amex

Credit Card #: _____ Exp. Date: ____ / ____ Security Code: _____

Card Holder Name: _____ Signature: _____ Pmt Amount: _____

**Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354**

January 15, 2019 6:00PM

MINUTES

1. Welcome and Introduction

Chairman Brian Wismer called the meeting to order at 6:00 p.m. in the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. Members in attendance included Vice Chairman Jeanne Rast, Lucy Dolan, Larry Martin and Charlotte Rentz. City Planner Lynn Patterson and Secretary Adrienne Senter were also present.

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

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to move item 4(b) Zoning Map Amendment to item 5, Old Business. Motion Carried: 4-0.

2. Election of Officers

- Chairman

MOTION ITEM: Lucy Dolan made a motion, Charlotte Rentz seconded to re-elect Brian Wismer as Chairman. Motion Carried: 4-0.

- Vice Chairman

MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to re-elect Jeanne Rast as Vice Chairman. Motion Carried: 4-0.

3. Minutes of December 11, 2018

MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to approve the minutes of December 11, 2018 as submitted. Motion Carried: 4-0.

4. New Business

a. 3290 North Whitney Avenue

Site Plan Review

Samuel Kirkland, on behalf of owner Jann Levesque, requested site plan approval to construct a 2,487-sf, two-story home with an attached garage at 3290 North Whitney Avenue, Parcel Identification Number 14 009800160337. The property is zoned R-1, One Family Detached and is .311 acres.

The applicant will work with staff regarding the removal of trees and, where feasible, preserve any landmark trees.

Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Larry Martin seconded to approve the site plan request at 3290 North Whitney Avenue subject to the deficiencies outlined in the staff report. Motion Carried: 4-0.

5. Old Business

a. Official Zoning Map

Text Amendment

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

Staff proposed zoning map amendments to rezone properties within the City limits that are currently zoned C-R, Commercial-Residential to V, Village. The C-R zoning is quite complex and restrictive in terms of allowable uses and dimensional requirements whereas the V, Village zoning offers compatibility in terms of intent to C-R with greater ease.

Commissioner Larry Martin discussed concern regarding the property located on the northeast side of InCiti Suites as he expressed desire to rezone that property as residential only.

Public Comment – None.

After further discussion, the following action was taken:

MOTION ITEM: Jeanne Rast made a motion, Charlotte Rentz seconded recommend the Mayor and Council approve the Official Zoning Map amendment as submitted. Motion Carried: 4-0.

b. Chart of Dimensional Requirements

Text Amendment

Consideration of an amendment to Chapter 93, Zoning, Sec. 93-22.1-1, Chart of Dimensional Requirements as it relates to minimum dwelling size.

Motion Item: Jeanne Rast made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the proposed amendment to the Chart of Dimensional Requirements, Section 93-22.1-1 subject to the following changes:

1. There is no minimum requirement for the number of bedrooms and bathrooms.
2. All single-family dwelling units and all residential zoning have a minimum floor area of 1,000-sf with the exception the R-O zoning and multi-family dwellings whose minimum square footage shall remain the same.

Motion Carried: 4-0.

c. Accessory Buildings Code Sections

Text Amendment

Consideration of an amendment to Chapter 93, Zoning, Sec. 93-2-5, Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences as it relates to running water to accessory structures.

There was discussion regarding allowing water service to accessory structures. Currently, water supply or discharge is prohibited, and the intent is to discourage residential occupancy of any kind within an accessory structure.

The Commission discuss several options that would allow residents to provide utilities to accessory structures but give the city regulations to monitor the use.

Public Comment – None.

After further discussion, the following action was taken:

MOTION ITEM: Jeanne Rast made a motion, Larry Martin seconded to table the accessory use text amendment until the March 12, 2019 to allow staff time adequate time to complete further research based upon the Commission’s discussion. Motion Carried: 4-0.

d. Sign Ordinance

Text Amendment

Consideration of an Ordinance to amend Article 3.3, Signs and Murals, Sec. 93-3.3-1, that the registration of non-conforming signs be struck from the Code.

Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the Sign Ordinance text amendment. Motion Carried: 3-0.

e. U-V, Urban Village Zone

Text Amendment

Consideration of an Ordinance to amend Article 11.2 U-V, Urban Village, Sec. 93-11.2-1 for the purpose of adding language to clarify commercial versus single family/residential uses within the U-V Urban Village zoning district.

Public Comment – None.

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the U-V, Urban Village text amendment. Motion Carried: 4-0.

6. Next Meeting Date – February 12, 2019 at 6:00PM

7. Adjourn

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to adjourn the meeting at 8:07 p.m. Motion Carried: 4-0.

Respectfully submitted by,

Chairman, Brian Wismer

Secretary, Adrienne Senter

DRAFT

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

3
4 **ORDINANCE NO. _____**
5

6 **AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 5 (“R-AD ZONE**
7 **(RESIDENTIAL-ARCHITECTURAL DESIGN)”), SECTION 93-5-5 (“UNIT SIZE”) OF**
8 **THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR**
9 **SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
10 **EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**
11

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

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

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

23 **WHEREAS**, existing ordinances, resolutions, rules and regulations of the City and its
24 agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall
25 remain effective until they have been repealed, modified or amended; and,
26

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

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

33 **WHEREAS**, the governing authority of the City finds it desirable to amend and update the
34 unit size requirements in the R-AD Zone.
35

36 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
37 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
38

39 **Section One.** Chapter 93 (Zoning), Article 5 (R-AD Zone (Residential-Architectural
40 Design)), Section 93-5-5 (Unit Size) of the City Code of Ordinances is hereby amended by striking
41 the section in its entirety and inserting in lieu thereof the following language:
42

43 The minimum floor area of the principal dwelling shall not be less than 1,000 square feet.
44 The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the
45 floor area of the principal dwelling, and in no case shall it exceed 600 square feet.
46

DRAFT

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

Section Three. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2019.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

DRAFT

93

94

95 _____
Crystal Griggs-Epps, City Clerk

96

97

98 **APPROVED BY:**

99

100

101

102 _____

103 City Attorney



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

DATE: August 16, 2019
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: **Dimensional Requirements**

BACKGROUND

The Planning Commission has requested changes to the Dimensional Requirements to facilitate renovations and new development in the City of Hapeville. In the process of reviewing the Dimensional Requirements, staff has also identified errors in the existing text. The following text amendment adopts the changes recommended by the Commission and includes corrections to existing errors and is presented for recommendation to Mayor & City Council.

CODE

ARTICLE 5. - R-AD ZONE (RESIDENTIAL-ARCHITECTURAL DESIGN)

Change:

Sec. 93-5-5. - Unit size.

The minimum floor area of the principal dwelling shall not be less than 1,400 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

To:

Sec. 93-5-5. - Unit size.

The minimum floor area of the principal dwelling shall not be less than 1,000 square feet. The combined floor area of all accessory buildings on the lot shall not exceed 25 percent of the floor area of the principal dwelling, and in no case shall it exceed 600 square feet.

ARTICLE 22.1 DIMENSIONAL REQUIREMENTS

Sec. 93-22.1-1. - Chart of dimensional requirements.

Remove column "Bed & Bath Req."

Other changes are highlighted in table below:

Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minimum Front Yard		Minimum		Maximum		Min. Parking Spaces	Max. Unit Per Bldg. Lot
							Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet		
R-O	Single-family Detached	60	10,000	10,000	1,600	40	30	30	6	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-1	Single-family Detached	50	6,750	6,750	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25	2 DU	
R-2	Single-family Detached	60	8,500	8,500	1,000	40	15	15	6	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	5	25	2 DU	
	Two-Family Attached—Duplex		8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
R-3	Single-family Detached	60	8,500	8,500	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached—Duplex	60	8,500	4,250	1,000	60	15	15	10	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
R-4	Single-family Detached	60	8,500	8,500	1,000	60	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	6	2	25		
	Two-Family Attached Duplex	60	8,500	4,250	1,000	60	15	15	5	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Public/Townhomes	60	10,000	2,500	1,000	50	15	15	5	20	2½	35	2 DU	a.

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or Less	100	10,000	3,000	730	50	20	20	10	25	2	30	2 DU	20
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or More	200	5 acres	2,000	730	50	20	20	10	25	4	40 b.	2 DU	20
	Accessory Structure(s)								5	5	2	25		
R-5	Single-family Detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached 4 to 8 Units	40	10,000	2,500	1,000	70	15	15	5	10	2½	35	2 DU	a.
	Accessory Structure(s)							15	5	5	25			
R-SF	Single-family Detached	40	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
R-I	Single-family Detached	40	4,000	4,000	1,000	40	15	15	5	25	2½	35	2 DU	1

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached— Duplex	40	4,000	2,000	1,000	50	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Patio/Townhomes	40	10,000	2,500	1,000	60	15	15	5	10	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
V	Single-family Detached	50	4,000	4,000	1,000	70	15	15	5	20	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	26		
	Single-family Attached—4 to 8 Units	50	10,000	2,500	1,000	70	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Condominiums	200	43,500	2,500	1,400	70	15	15	10	25		40 b..	2 DU	12
	Accessory Structure(s) Conditional								5	5	2	25		Conditional

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Nonresidential	50	10,000	10,000	1,000	70	15	15	15	25		40 b..	c., d., e.	N/A
C-R	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2½	25		
	Two-Family Attached— Duplex	60	8,500	4,250	1,000	40	15	15	6	20	2½	35	2 DU	1
	Single-family Attached Patio/Townhomes	50	10,000	2,500	1,000	60	15	15	5	0	2½	35	2 DU	a.
	Multifamily—2 Stories or Less	100	30,000	3,000	480	50	15	15	10	25	2	35	2 DU	1
	Nonresidential with floor areas not exceeding 6,000 sf	100	8,500		1,000	60	15	15	15	25	2½	40 b.	c., d., e.	
	Nonresidential with floor areas in exceeding 6,000 sf	200	5 acres	1,000	500	50	15	15	15	25		40 b.	c., d., e.	
C-1	Nonresidential					80	15	15	0	0		40 b.	c., e.	
C-2	Nonresidential					80	15	15	0	0		40 b.	c., d., e.	
D-D	Nonresidential					80	15	15	0	0		40 b.	c., e.	

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
I-1	Light Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
I-2	Heavy Industrial					80	20	20	10	20		40 b.	c., d., e., f.	
N-C	Single-family Detached	60	8,500	8,500	1,000	40	15	15	8	25	2½	35	2 DU	1
	Accessory Structure(s)								5	5	2	25		
	Single-family Attached Duplex	80	8,500	4,250	1,000	60	15	15	5	20	2½	35	2 DU	2
	Single-family Attached Patio/Townhomes	60	10,000	2,500	1,000	60	15	15	5	20	2½	35	2 DU	a.
	Accessory Structure(s)								5	5	2	25		
	Multifamily—2 Stories or Less	100	10,000	3,000	480	50	20	20	10	26	2	35	2 DU	20
	Multifamily - 3 Stories or Greater	125	10,000	3,000	730	50	20	20	10	25	4	40 b.	2 DU	30
	Nonresidential	100	8,500		1,000	60	15	15	15	25	4	40 b.	c., d., e., f.	
UV	Single-family Detached	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	15 DU	1
	Accessory Structure(s)								0	0	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Single-family Attached - Duplex	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family Attached Patio/Townhomes and Live-Work Unit	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	a.
	Accessory Structure(s)								0	0	2	25		
	Multifamily	20	2,000		600	90	0/15	0/15	0	0	4 g.	64 g.	1 DU	
	Nonresidential	20	2,000			90	0/15	0/15	0	0	4 g.	64 g.	d, e, i. j. k.	
RMU	Single-family Detached	30	2,400	m	1,000	100	0/16	0/15	0	0	2½	35	1.5 DU	1
	Accessory Structure(s)								0	0	2	25		
	Single-family Attached - Duplex	30	2,400	m	1,000	100	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family Attached Patio/Townhomes and Live-Work Unit	20	1,200	m	1,000	100	0/15	0/15	0	0	3	45	1 DU, h	a.
	Accessory Structure(s)								0	0	2	25		

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/DU Square Feet	Floor Area/DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max. Unit Per Bldg. Lot
	Multifamily—Condominium	20	2,000	m	600	100	0/15	0/15	0	0	6 b.	m	1 DU	
	Non-Residential	20	2,000			100	0/15	0/15	0	0	6 b.	m	d., e., i., j., k.	

- a. Single-family attached patio/townhomes cannot have more than eight units per building and no less than four units attached.
- b. Buildings over 40 feet in height must be approved by the building official and fire chief to ensure that fire safety design standards are met.
- c. One parking space for every 200 square feet of enclosed commercial floor area.
- d. One parking space for every unit in a hospital, hotel, motel, boardinghouse, or similar establishment. One off-street loading space for every 10,000 square feet of building.
- e. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
- f. One parking space for every two employees on the largest shift of any industrial uses or similar establishment.
- g. Buildings over four stories or 64 feet in height must be approved by the planning commission and the fire chief to insurance that fire safety standards are met. One off-street loading space for every 10,000 square feet of building.
- h. All live-work units shall provide a total of three parking spaces per dwelling unit, one of which may be provided in adjacent on-street parking.
- i. Three parking spaces for every 1,000 square feet of enclosed commercial/office floor area.
- j. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
- k. Three parking spaces for every 1,000 square feet of enclosed restaurant floor area; and three parking spaces for every 1,000 square feet of unenclosed restaurant floor area when such floor area exceeds 300 square feet.

l. Reserved.

m. Reference subsection 93-11.5-3(18) Residential density limitations.

Public Notice Order Confirmation

Ad Order # 0000423834 PO # Ordered By Adrienne Senter

Account #	Name	Address
9005051	CITY OF HAPEVILLE	3468 NORTH FULTON AVENUE, ATLANTA, GA 30354
Phone	Fax	Email
404-669-8269	404-669-3302	

Daily Report

Placement: Government Notice Position: Public Hearing County:
Run Dates: 10/01 # of Ins: 1 Ad Size: 63 Words
Subject: R-AD Zone Residential-Architectural Design

Gross Amount
10.00

Affidavit Fee
5.00

Amount Due
15.00

Ad Text

Corrections

Please review and provide corrections as needed.

NOTICE

The City of Hapeville, Georgia will be considering an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 5 (R-AD Zone Residential-Architectural Design), Section 93-5-5 (Unit size) to amend and update the unit size requirements in the R-AD Zone on October 1, 2019 at 6:00 p.m. in the Municipal Court Complex located at 700 Doug Davis Drive, Hapeville, Georgia 30354.
#0000423834:10/01-1AS

Payment By Credit Card

() Visa () MC () Amex

Credit Card #: _____ Exp. Date: ____ / ____ Security Code: _____

Card Holder Name: _____ Signature: _____ Pmt Amount: _____

**Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354**

January 15, 2019 6:00PM

MINUTES

1. Welcome and Introduction

Chairman Brian Wismer called the meeting to order at 6:00 p.m. in the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. Members in attendance included Vice Chairman Jeanne Rast, Lucy Dolan, Larry Martin and Charlotte Rentz. City Planner Lynn Patterson and Secretary Adrienne Senter were also present.

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

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to move item 4(b) Zoning Map Amendment to item 5, Old Business. Motion Carried: 4-0.

2. Election of Officers

- Chairman

MOTION ITEM: Lucy Dolan made a motion, Charlotte Rentz seconded to re-elect Brian Wismer as Chairman. Motion Carried: 4-0.

- Vice Chairman

MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to re-elect Jeanne Rast as Vice Chairman. Motion Carried: 4-0.

3. Minutes of December 11, 2018

MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to approve the minutes of December 11, 2018 as submitted. Motion Carried: 4-0.

4. New Business

a. 3290 North Whitney Avenue

Site Plan Review

Samuel Kirkland, on behalf of owner Jann Levesque, requested site plan approval to construct a 2,487-sf, two-story home with an attached garage at 3290 North Whitney Avenue, Parcel Identification Number 14 009800160337. The property is zoned R-1, One Family Detached and is .311 acres.

The applicant will work with staff regarding the removal of trees and, where feasible, preserve any landmark trees.

Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Larry Martin seconded to approve the site plan request at 3290 North Whitney Avenue subject to the deficiencies outlined in the staff report. Motion Carried: 4-0.

5. Old Business

a. Official Zoning Map

Text Amendment

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

Staff proposed zoning map amendments to rezone properties within the City limits that are currently zoned C-R, Commercial-Residential to V, Village. The C-R zoning is quite complex and restrictive in terms of allowable uses and dimensional requirements whereas the V, Village zoning offers compatibility in terms of intent to C-R with greater ease.

Commissioner Larry Martin discussed concern regarding the property located on the northeast side of InCiti Suites as he expressed desire to rezone that property as residential only.

Public Comment – None.

After further discussion, the following action was taken:

MOTION ITEM: Jeanne Rast made a motion, Charlotte Rentz seconded recommend the Mayor and Council approve the Official Zoning Map amendment as submitted. Motion Carried: 4-0.

b. Chart of Dimensional Requirements

Text Amendment

Consideration of an amendment to Chapter 93, Zoning, Sec. 93-22.1-1, Chart of Dimensional Requirements as it relates to minimum dwelling size.

Motion Item: Jeanne Rast made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the proposed amendment to the Chart of Dimensional Requirements, Section 93-22.1-1 subject to the following changes:

1. There is no minimum requirement for the number of bedrooms and bathrooms.
2. All single-family dwelling units and all residential zoning have a minimum floor area of 1,000-sf with the exception the R-O zoning and multi-family dwellings whose minimum square footage shall remain the same.

Motion Carried: 4-0.

c. Accessory Buildings Code Sections

Text Amendment

Consideration of an amendment to Chapter 93, Zoning, Sec. 93-2-5, Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences as it relates to running water to accessory structures.

There was discussion regarding allowing water service to accessory structures. Currently, water supply or discharge is prohibited, and the intent is to discourage residential occupancy of any kind within an accessory structure.

The Commission discuss several options that would allow residents to provide utilities to accessory structures but give the city regulations to monitor the use.

Public Comment – None.

After further discussion, the following action was taken:

MOTION ITEM: Jeanne Rast made a motion, Larry Martin seconded to table the accessory use text amendment until the March 12, 2019 to allow staff time adequate time to complete further research based upon the Commission’s discussion. Motion Carried: 4-0.

d. Sign Ordinance

Text Amendment

Consideration of an Ordinance to amend Article 3.3, Signs and Murals, Sec. 93-3.3-1, that the registration of non-conforming signs be struck from the Code.

Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the Sign Ordinance text amendment. Motion Carried: 3-0.

e. U-V, Urban Village Zone

Text Amendment

Consideration of an Ordinance to amend Article 11.2 U-V, Urban Village, Sec. 93-11.2-1 for the purpose of adding language to clarify commercial versus single family/residential uses within the U-V Urban Village zoning district.

Public Comment – None.

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the U-V, Urban Village text amendment. Motion Carried: 4-0.

6. Next Meeting Date – February 12, 2019 at 6:00PM

7. Adjourn

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to adjourn the meeting at 8:07 p.m. Motion Carried: 4-0.

Respectfully submitted by,

Chairman, Brian Wismer

Secretary, Adrienne Senter

DRAFT

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

3
4 **ORDINANCE NO. _____**
5

6 **AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 1 (“TITLE,**
7 **DEFINITIONS AND APPLICATION OF REGULATIONS”), SECTION 93-1-2**
8 **(“DEFINITIONS”) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE,**
9 **GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING**
10 **ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR**
11 **OTHER LAWFUL PURPOSES.**
12

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

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

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

24 **WHEREAS**, existing ordinances, resolutions, rules and regulations of the City and its
25 agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall
26 remain effective until they have been repealed, modified or amended; and,
27

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

31 **WHEREAS**, the procedures required for amending the City’s zoning ordinance have been
32 satisfied, including, but not limited to, notice and public hearings; and,
33

34 **WHEREAS**, the governing authority of the City finds it desirable to amend and update the
35 ordinances regarding veterinarians, animal hospitals, and kennels.
36

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

40 **Section One.** Chapter 93 (Zoning), Article 1 (Title, Definitions and Applications of
41 Regulations), Section 93-1-2 (Definitions) of the City Code of Ordinances is hereby amended by
42 adding the following definitions to Section 93-1-2(c):
43

44 *Animal Hospital.* Any facility used by a veterinarian or their staff to treat diseased or
45 injured animals, and to board animals exclusively as required for treatment.
46

DRAFT

Veterinarian. Any facility used by a person who holds a license to practice the profession of veterinary medicine in the state. Veterinarians may board animals exclusively as required for treatment.

Chapter 93 (Zoning), Article 1 (Title, Definitions and Applications of Regulations), Section 93-1-2 (Definitions) of the City Code of Ordinances is hereby further amended by replacing the definition of “Kennel” in Section 93-1-2(c) with the following language:

Kennel. Any building or land use, designed or arranged for the boarding, breeding, or care of dogs or cats for a fee. A ‘kennel’ does not include a facility that boards animals exclusively as part of veterinary care.

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

Section Five. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2019.

DRAFT

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Crystal Griggs-Epps, City Clerk

APPROVED BY:

City Attorney



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

DATE: July 18, 2019
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: Definitions for Veterinarians, Animal Hospitals, and Kennels

BACKGROUND

The following is a proposed text amendment to update the definitions for “Animal Hospital”, “Veterinarian”, and “Kennel” found in Sec. 93-1-2 of the Zoning Code.

CODE

ARTICLE 1. – TITLE, DEFINITIONS AND APPLICATION OF REGULATIONS

Sec. 93-1-2. – Definitions

(c) Definitions

Add “*Animal Hospital*. Any facility used by a veterinarian or their staff to treat diseased or injured animals, and to board animals exclusively as required for treatment.”

Add “*Veterinarian*. Any facility used by a person who holds a license to practice the profession of veterinary medicine in the state. Veterinarians may board animals exclusively as required for treatment.”

Change “*Kennel*. Any building or land use, designed or arranged for the boarding, breeding, or care of dogs for a fee” to “*Kennel*. Any building or land use, designed or arranged for the boarding, breeding, or care of dogs or cats for a fee. A ‘kennel’ does not include a facility that boards animals exclusively as part of veterinary care.”

Public Notice Order Confirmation

Ad Order # 0000423836 PO # Ordered By Adrienne Senter

Account #	Name	Address
9005051	CITY OF HAPEVILLE	3468 NORTH FULTON AVENUE, ATLANTA, GA 30354
Phone	Fax	Email
404-669-8269	404-669-3302	

Daily Report

Placement: Government Notice Position: Public Hearing County:
Run Dates: 10/01 # of Ins: 1 Ad Size: 71 Words
Subject: Title, definitions and application of regulations

<u>Gross Amount</u>	<u>Affidavit Fee</u>	<u>Amount Due</u>
10.00	5.00	15.00

Ad Text Corrections Please review and provide corrections as needed.

NOTICE

The City of Hapeville, Georgia will be considering an amendment to the Code of Ordinances, City of Hapeville, Georgia Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Section 93-1-2 (Definitions) for the purpose of amending and updating the ordinances regarding veterinarians, animal hospitals and kennels on October 1, 2019 at 6:00 p.m. in the Municipal Court Complex located at 700 Doug Davis Drive Hapeville Georgia 30354.
#0000423836:10/01-1AS

Payment By Credit Card

() Visa () MC () Amex

Credit Card #:	Exp. Date:	Security Code:
Card Holder Name:	Signature:	Pmt Amount:



Planning Commission Meeting

700 Doug Davis Drive
Hapeville, Georgia 30354

April 9, 2019 6:00PM

MINUTES

1. Welcome and Introduction

Chairman Brian Wismer called the meeting to order at 6:00 p.m. in the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. Members in attendance included Vice Chairman Jeanne Rast, Lucy Dolan, Larry Martin and Charlotte Rentz. Secretary Adrienne Senter and City Planners Lynn Patterson and Michael Smith were also present.

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

2. Minutes of February 12, 2019

MOTION: Lucy Dolan made a motion; Charlotte Rentz seconded to approve the minutes of February 12, 2019 as amended. Motion Carried: 4-0.

3. New Business

a. 325 Sunset Avenue

Conditional Use Permit

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

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

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

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

- Public Comment – none.

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



b. 525 King Arnold Street

Site Plan Review

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

The current property is occupied by an existing 5,675-sf library. The applicant intends to demolish the existing structure and build a new 5,975-sf library on the site. The development is shown being within a 15-foot setback line on all sides. However, the building canopy is shown as encroaching on the south side setback facing the street. The applicant received a variance on March 28, 2019 to allow the canopy to overhang the front setback by 12'-2".

The site will have 42 parking spaces shared with the nearby park, with 31 exclusive to the library including 19 in a new lot and 12 in an existing lot which will be restriped.

The landscape plan includes the location and types of trees currently on the site within the planned construction area. The applicant proposes removing six trees, including one 42" landmark hardwood tree.

The building is a LEED Certified structure (Leadership in Energy Efficient Design) which means healthier, more productive places, reduced stress on the environment by encouraging energy and resource-efficient buildings, and savings from increased building value with higher lease rates and decreased utility costs. As part of the LEED Certified no irrigation system is planned. However, xeriscaping is planned to include native species drought tolerance plants that will be maintained.

Commissioner Martin expressed concerns regarding the building location and pedestrian safety. In addition, Mr. Martin stated that allowing the parking lot to remain in the front of the site would preserve trees.

Chairman Wismer asked if they City would consider on-street parallel parking along King Arnold Street to create a natural buffer.

- Public Comment – None.

MOTION ITEM: Larry Martin made a motion to reconsider the location of the building from the street. Motion died for lack of second.

MOTION ITEM: Jeanne Rast made motion; Lucy Dolan seconded to approve the site plan subject to the following conditions:

1. The LEED Certification and xeriscaping does not require irrigation, but the plants must be maintained.



2. Must submit calculations for impervious surface or lot coverage must be less than 70 percent.
3. Must meet the deficiencies outlined by the City Engineer, City Planner and Fire Marshal.

Discussion: Larry Martin made a motion to amend the motion to revise the site plan to remove the three parking spaces on west side of the property in order to preserve the trees and ask the developer to apply for a parking variance from the Board of Appeals. Motion died for lack of second.

Motion Carried: 3-1; Larry Martin opposed.

c. Veterinarians, animal hospitals and kennels

Text Amendment

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

Staff is requesting a text amendment to allow for veterinarians and animal hospitals in all commercial districts. Kennels, where animals are boarded for an extended period of time, will be allowable in I-1 and C-1, where they are already allowed, and will be added to C-2 districts.

Public Comment – None.

MOTION ITEM: Larry Martin made a motion; Charlotte Rentz seconded to recommend the Mayor and Council approve the text amendment as requested.

Motion Carried: 4-0.

4. Old Business

a. Accessory Uses/Buildings

Text Amendment

Consideration and Action of an Ordinance to amend Section 93-2-5, Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences, of the Code of Ordinances for the City of Hapeville, Georgia. This item was tabled at the February 12, 2019 meeting pending recommended changes.

The Commission requested staff clarify the language in Section 93-2-5(a) regarding water supply and item (g) under definitions regarding additional parking spaces.

Public Comment: None.

After further discussion the following action was taken:

MOTION ITEM: Jeanne Rast made a motion; Charlotte Rentz seconded to recommend the Mayor and Council approve the Accessory Uses/Buildings Text Amendment with proposed changes. Motion Carried: 4-0.



b. Chart of Dimensional Requirements

Residential Building Height

Discussion regarding the height requirements for new residential development.

This item was discussed at the February 12, 2019 meeting.

Staff discussed this issue with members of the Design Review Committee and several architects, and it was determined that there is no standard verifiable reason to restrict residential building height.

Due to time constraints, the following action was taken:

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to table this item until the May 14, 2019 meeting. Motion Carried: 4-0.

c. Proposed Zoning Code Amendments

Open discussion regarding proposed zoning code amendments.

No action taken.

5. Next Meeting Date – May 14, 2019 at 6:00PM

6. Adjourn

MOTION ITEM: Lucy Dolan made a motion; Charlotte Rentz seconded to adjourn the meeting at 8:00 p.m. Motion Carried: 4-0.

Respectfully submitted,

Chairman, Brian Wismer

Secretary, Adrienne Senter

TAX DIGEST FOR CITY OF HAPEVILLE 2019

Pursuant to the requirements of O.C.G.A. 48-5-32, the Mayor and Council of the City of Hapeville announce that the millage rate will be set October 1, 2019 at 6PM at the Hapeville Municipal Court, 700 Doug Davis Drive, Hapeville, GA 30354, and hereby publishes the following presentation of the current year's tax digest and levy along with the tax digest and levy for the past five years. The Mayor and Council will set the millage rate 16.11 and 1.0 for the Special District Tax.

	2014	2015	2016	2017	Updated 2018	Estimated 2019
Real & Personal	255,349,220	254,277,990	268,039,440	375,191,310	339,969,960.00	400,043,060.00
Public Utilities *	5,585,087	7,372,269	20,331,731	27,267,698	32,176,619.00	35,698,772.00
Motor Vehicles	7,102,350	5,237,390	4,025,640	2,902,570	2,066,900.00	1,584,490.00
Mobile Home						
Gross Digest	268,036,657	266,887,649	292,396,811	405,361,578	374,213,479.00	437,326,322.00
Less M&O Exemption	(8,292,600)	(51,320)	(7,225,550)	(7,222,990)	(7,627,470.00)	(7,801,270.00)
Net M&O Digest	259,744,057	266,836,329	285,171,261	398,138,588	366,586,009.00	429,525,052.00
Gross M&O Millage	21.11	21.11	22.39	20.88	20.85	21.12
Less Rollbacks	4.50	4.50	5.78	4.44	4.74	5.01
Net M&O Millage	16.61	16.61	16.61	16.44	16.11	16.11
Net Taxes Levied	6,545,606	4,418,803	4,953,569	6,545,398	5,905,700.60	6,919,648.59
Net Tax \$ Increase	1,592,037	112,451	534,766	1,591,829	(639,697.78)	1,013,947.98
Net Tax % Increase	32.14%	2.61%	12.10%	32.13%	-10.83%	14.65%
						Tim Young
*Proposed Millage and Levy						City Manager

* Note: In the PT32.1 - Computation Rollback sheet, Public Utilities from the Consolidation and Evaluation of Digest is included on the Personal line.

Municipality	Assessed Value	1 Mill	Relative to Hapeville **
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Sandy Springs	8,758,486,547.00	8,758,487	20.51
Roswell	6,022,103,827.00	6,022,104	14.10
Alpharetta	5,733,198,249.00	5,733,198	13.43
John's Creek	4,558,113,588.00	4,558,114	10.67
Milton	2,947,716,826.00	2,947,717	6.90
S Fulton	2,570,459,726.00	2,570,460	6.02
East Point	1,247,533,421.00	1,247,533	2.92
Union City	877,411,794.00	877,412	2.05
Fairburn	812,508,080.00	812,508	1.90
College Park	635,348,321.00	635,348	1.49
Hapeville	427,016,882.00	427,017	1.00
Chattahoochee Hills	189,029,014.00	189,029	0.44
Palmetto	119,255,328.00	119,255	0.28
Mountain Park	22,275,702.00	22,276	0.05

**** - Comparison of what 1 mill collects in each municipality relative to Hapeville**

A Sandy Springs mill collects \$20 for each Hapeville mill

Because of small size and high services, the City requires a higher millage ***RATE***.



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

TRAVIS HORSLEY
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

October 1, 2019

Ms. Venessa Harrison
AT&T Georgia State President
675 W Peachtree Street NW
Suite 4224
Atlanta, GA 30308

Dear Ms. Harrison,

Residents of the City of Hapeville rely on the North Springs/Doraville/College Park station to connect to destinations throughout the MARTA Rail system including job centers, sports events, concerts, and the Airport.

Currently, available MARTA parking at North Springs/Doraville/College Park often fills up on workdays and during special events and undercuts the reliability of utilizing the MARTA rail system to reach those job centers and special events.

As Mayor of Hapeville, and on behalf of my constituents, I support MARTA's offer to purchase the AT&T parking facility at North Springs/Doraville/College Park to increase the reliability and access to the MARTA rail system from our community.

Sincerely,

Alan Hallman,
Mayor

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

Community Service
3474 N. Fulton Avenue
404-669-2120

Economic Development
3468 N. Fulton Avenue
404-669-8269

Fire Department
606 King Arnold Street
404-669-2141

Police Department
700 Doug Davis Drive
404-768-7171

Recreation Department
3444 N. Fulton Avenue
404-669-2136

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

3
4 **ORDINANCE NO. _____**

5
6 **AN ORDINANCE TO REVISE CHAPTER 11 (“BUSINESS LICENSING AND**
7 **REGULATION”), ARTICLE 11 (“COMMERCIAL SOLICITATIONS AND TRANSIENT**
8 **MERCHANTS”) SECTION 11-11-4 (“REGULATION AND LICENSING OF TRANSIENT**
9 **MERCHANTS”) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA**
10 **TO PROVIDE FOR THE REGULATION OF TRANSIENT MERCHANTS; TO PROVIDE**
11 **FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
12 **EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

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

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

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

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

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

31
32 **WHEREAS**, the governing authority of the City finds it desirable to provide for the
33 licensing, operation and regulation of transient merchants and to make updates regarding the same.

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

37
38 **Section One.** Chapter 11 (Business Licensing and Regulation), Article 11 (Commercial
39 Solicitations and Transient Merchants), Section 11-11-4 (Regulation and Licensing of Transient
40 Merchants) of the City Code of Ordinances is hereby amended by striking said section in its
41 entirety and replacing it with the following language:

42 **Section 11-11-4 - Regulation and Licensing of Transient Merchants.**

43 (a) It shall be unlawful for any person to sell, or offer for sale, goods or food of any type from
44 without a permit first having been granted under this section.

45 (b) An application for a permit hereunder shall be submitted to the City Clerk or his or her
46 designee setting forth all information required hereunder and in compliance with this ordinance.
47 The City Clerk or his or her designee shall develop a form application for the purpose of
48 compliance with this article. The application shall be accompanied by an executed indemnity
49 agreement indemnifying and releasing the City, its agents, employees and elected officials from
50 any and all liability against any and all claims, actions and suits of any type whatsoever arising in
51 connection with the activities of the Transient Merchant pursuant to the permit issued hereunder.
52 Transient Merchant permits shall be active for:

53 a. ninety (90) days commencing on the day of issuance; or

54 b. three (3) consecutive days as expressly stated on the permit.

55 (c) The following information shall be provided with each application for a Transient
56 Merchant permit, along with an application fee of \$100.00 for a 90-day permit or \$50.00 for a
57 three consecutive day permit, and an executed Release and Indemnification Agreement provided
58 by the City:

59 (1) Name of the Transient Merchant;

60 (2) Type and description of the vending unit or display cart/stand;

61 (3) Owner's contact information;

62 (4) Operator's contact information;

63 (5) Copy of approved permit from the Fulton County Health Department (if
64 applicable);

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

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

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

70 (d) A waiver of the application fee may be requested at the time of application by the
71 applicant if: (1) the event is a 501(c) non-profit event and proof is submitted thereof; or (2) the
72 event is a city-sponsored event as determined by the City Manager. However, all Transient
73 Merchants must fill out an application form, execute an Indemnification Agreement, and provided
74 the City with all necessary documentation required by the City.

75 (e) Transient Merchants may conduct business or operate in the public right-of-way, only
76 if parking in the right-of-way is legally allowed and it does not impede the flow of traffic. A

determination of traffic impediment shall be made by the City of Hapeville Police Department. Transient Merchants must be located in a lot that can safely be accessible by patrons. Transient Merchants cannot be parked on sidewalks. Parking on public, city-owned grass areas is permissible with prior approval from the City Manager at the time of application.

(f) A Transient Merchant shall not operate on any private property without the prior written consent of the owner. A Transient Merchant shall not be allowed to park overnight on any private property without the prior written consent of the owner.

(g) A Transient Merchant may operate on City owned property, if: (1) the Transient Merchant has received permission to do so from the City Manager; and (2) has indicated the appropriate City owned location, date, and times of use on the application. At no time shall a Transient Merchant be allowed to park overnight on any City owned property. Designated City lots, dates and times are attached hereto and incorporated herein as Exhibit "A".

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

(i) A Transient Merchant shall not make sounds or announcements to call attention to the cart or display either while traveling on the public rights-of-way or when stationary. At all times said Transient Merchant shall be in compliance with the City's noise ordinance.

(j) The permit under which a Transient Merchant is operating must be firmly attached and visible on the Transient Merchant at all times.

(k) Transient Merchant shall not sale any goods out of a motorized vehicle or a cart, stand or display being towed by a motorized vehicle.

(l) Transient Merchants shall not be located within fifteen (15) feet of any street intersection or pedestrian crosswalk or ten (10) feet of any driveway.

(m) A Transient Merchant shall not sell or offer to sell any goods, foods, products, or services between the hours of 10:00 p.m. to 9:00 a.m., unless otherwise approved and extended by the City Manager.

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

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

(p) Transient Merchants shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain any and all license and permits required by any other health organization or governmental organization having jurisdiction over this subject matter.

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

Section Three. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2019.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney

DRAFT

FLOCK GROUP INC.

PO Box 207576

Dallas, TX 75320-7576

SAAS SERVICES AGREEMENT ORDER FORM

This Order Form together with the SaaS Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “Terms and Conditions” located at <https://www.flocksafety.com/legal/terms-and-conditions> (the “**SaaS Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The SaaS Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: City of Hapeville, a municipal and political subdivision of the State of	Contact:
Address:	Phone:
	E-Mail:
Usage Fees: \$48000 per Year (the “Payment Period”) Number of Cameras: 24	Initial Term: 25 Months Renewal Term: 24 Months
Installation Fee (one-time) \$0 Pole Fee (one-time) \$0	Billing Contact: (if different than above) Expected Payment Method:

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the SaaS Terms located at <https://www.flocksafety.com/legal/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer Name:
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

Flock Group Inc.

Order Form
City of Hapeville, GA
[Deal.DealID]

Date: _____

Date: _____

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Terms and Conditions for Flock Safety

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Customer accessing or using the Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

1.2 “**Customer Data**” will mean the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Content will include the Footage.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images captured by the Hardware in the course of and provided via the Services.

1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services, including but not limited to, at the time of placement and configuration of the Hardware, pursuant to the Statement of Work

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attached hereto.

1.9 “**Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.11 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days.

Authorized End Users will be required to sign up for an account, and select a password and user name (“**User ID**”). Flock will also provide Customer the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which make the Services available to Customer and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third party service provider to the extent that such warranties can be provided to Customer. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

2.2 **Embedded Software License.** Subject to a limited, non-exclusive, non-transferable (to Authorized End Users), revocable right to use the Embedded Software as installed on the

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Hardware by Flock; in each case, solely as necessary for Customer to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Services as contemplated herein.

2.4 Usage Restrictions. Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Customer or any Authorized End User is in violation of applicable law; or (e) any vendor of Flock has suspended or is likely to suspend its use of any third party services or products required to enable Customer to access the Flock

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IP (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a “**Designated Location**”). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan driven by a Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles.

2.7.2 Customer’s Installation Obligations. Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the “**Customer Installation Obligations**”). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with the installation.

2.7.3 Flock’s Installation Obligations. The Hardware will be installed in a safe and secure manner in accordance with Flock’s standard installation procedures, and the installation will

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be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Customer understands and agrees that the Services will not function without the Hardware.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Services or any part thereof, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and of Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer Obligations. Customer agrees to update registration information. Customer does not have the right to use, or another person's name with the intent to

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impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone, and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing, Customer's Installation Obligations, or otherwise from Customer's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; CUSTOMER DATA

4.1 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Customer Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information as it takes to protect its own proprietary information, but in no event less than the precautions taken by Flock to protect such Proprietary Information, and (ii) not to use (except in

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performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Flock to provide the Services to Customer, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

4.3 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property) in and to such information from any of the foregoing.

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4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling anonymized and/or aggregated data based on Customer Data input into the Services (the “**Aggregated Data**”). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Customer Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Customer will pay Flock the first Usage Fee and the Installation Fee (the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Customer shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Customer (which may be sent by email). If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Customer acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Customer may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month is due within thirty (30) days after the mailing date of the invoice. Upon failure to pay an invoice within the 30-day period, Flock will charge a late fee of 1.5% per month on any outstanding balance, or the maximum permitted by law,

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whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.2 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Customer a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.3 Effect of Termination. Upon any termination, Flock will collect all Units, delete all Customer Data, terminate Customer's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Customer shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units.

6.4 Survival. The following sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.4, 7.4, and 8-9.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in the User Manual. If Flock cannot correct the Defect, Flock shall, or shall instruct its service providers to, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock

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reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Flock agrees to replace cameras once at no cost to Customer in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION

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NOTWITHSTANDING ANYTHING TO THE CONTRARY FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

9. MISCELLANEOUS

9.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

9.3 **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

9.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Flock in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

9.5 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been given if delivered by hand, by first class mail, or by email.

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been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. The federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.

9.7 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business and development and marketing efforts, including without limitation on Flock's website.

9.8 Export; US Government Customers. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

CUSTOMER SERVICE

Questions concerning these Terms or other requests or questions should be directed to the contact point specified at the end of these Terms.

Flock Safety
hello@flocksafety.com

Last Updated: August 5, 2019

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Flock Safety

Flock is a wireless security system for neighborhoods.



PRODUCT

Resources

Tech Specs

FAQ

ABOUT US

Company

Media

Give us a call
844-339-7957

LEGAL

Privacy

Terms of Service

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Proposed Camera Intersections (2 per Intersection)

1. North Central Ave, on the pole at the IHOP.
2. South Central Ave, in front of Porsche, not looking at them, but grabbing traffic in and out of the city.
3. Loop Road at both, the east and the west side of the city limits.
4. Virginia Ave. at the intersection with Norman Berry Drive.
5. Willingham Drive at the city limit with East Point.
6. South Central Ave. at the city limit with East Point
7. Sylvan Road at the city limit with East Point.
8. On North Central Ave. at the off ramp from I85, at Inn City Suites.
9. On Cofield Drive, as close to the overpass at I85 as possible.
10. Mt Zion Road at Old Jonesboro Road.
11. Mt Zion at Forrest Hill Drive.
12. Dogwood and N Central



imagine
Hapeville





Geometric shapes, blending and forming an “H”. Symbolizes the new Hapeville, building a foundation on the arts. Also symbolizes diversity, mixing cultures, etc. Shape forms an abstract bird head, a subtle nod to the history of flight in Hapeville and a nod to the production of the Thunderbird, an iconic car.



‘Discussion and Action Regarding Needed Speed Tables on Sims Street and Oakdale Road’

A RESPONSE TO COMPLAINTS AND CONCERNS FOR RESIDENTS AS IT RELATES TO SPEEDERS, AND REQUESTS FOR CALMING MEASURES; AND

A RESOLUTION TO FURTHER DECLARE THE NEED FOR SAFER STREETS AND INCREASED WALKABILITY AND SAFETY MEASURE PER THE ACTIVE REQUEST OF RESIDENTS WHO PRESIDE WITHIN THE BOUNDARIES OF THE RESIDENTIAL AREAS OF THE CITY OF HAPEVILLE;

FURTHERMORE A RESOLUTION AS TO WHICH THE CITY STAFF IS AUTHORIZED TO REVIEW THE COSTS ASSOCIATED WITH, TAKE APPROPRIATE ACTIONS TO FUND;

WHEREAS, the Mayor and Council views the need for traffic calming measures; and

WHEREAS, the Mayor and Council are appreciative of the dedicated work of the Hapeville Police Department in actively pursuing needs to make the City of Hapeville a safe place to live, work, and play; and

WHEREAS, per the research of the Mayor and Council, speed tables have proven effective in making cities and neighborhoods more appealing and family friendly; and

WHEREAS, the Mayor and Council would request that staff to price out and implement the following speed tables for residential ares; and

WHEREAS, the Cofield Park Neighborhood Association provide input and suggestions in writing to mayorandcouncil@hapeville.org before our next scheduled meeting; and

WHEREAS, the perception of the Mayor and Council is that the health, safety, and welfare of the people of the City of Hapeville shall be preserved, enhanced, and guarded by the discussion and potential action of the aforementioned; and

BE IT, AND IS HEREBY DISCUSSED AT A SCHEDULED MEETING OF COUNCIL the following speed table requests:

SPEED TABLES (3 additional sets):

LOCATION 1: 1 speed table on Sims Street

LOCATION 2: 2 speed tables on Oakdale Road

Exact placement will be determined by Community Services based on street design.