

Mayor and Council Session

700 Doug Davis Drive
Hapeville, GA 30354

November 5, 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. Presentation

6.I. Host Compliance Presentation By John Spuhler

Background:

Host Compliance representative, John Spuhler, will give a presentation on cost-effective solutions to Hapeville's short term rental registration, compliance monitoring, fraud, audit, and enforcement challenges.

Documents:

[HAPEVILLE GEORGIA - SHORT-TERM RENTAL COMPLIANCE SOLUTION
INTRO MATERIALS - NOV5.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

- October 1, 2019 10AM and 6PM
- October 15, 2019

8.II. Approval Of Executive Session Minutes

- October 1, 2019

- October 15, 2019

9. Old Business

9.I. Consideration And Action On Ordinance Amendment For Mayor And Council Regular Meeting Schedule - 1st Reading

Background:

Attached for consideration is a newly revised ordinance amendment for the Mayor and Council regular meeting schedule. The ordinance has been amended to include November 19, 2019 as a regular meeting date and moves the December 3 meeting to December 10. Having a meeting on December 3 would limit time for adequate preparation as staff will be out for the Thanksgiving holidays on November 28 and 29. Therefore, staff respectfully requests to have only one meeting in December on the 10th.

Additionally, staff respectfully requests that Mayor and Council waive first reading of this ordinance.

Documents:

[AMENDMENT TO ORDINANCE FOR REGULAR MEETINGS.PDF](#)

10. New Business

10.I. Consideration On Solid Waste Ordinance Amendment - 1st Reading

Background:

Attached for consideration is an ordinance amendment revising Chapter 60 (solid waste), Article 2 (solid waste collection and disposal) of the code of ordinances. Revised sections include: section 60-2-1 (definitions), section 60-2-2 (carts; curbside service), section 60-2-3 (storing of refuse), section 60-2-4 (disposal of rubbish), section 60-2-5 (collection of rubbish; disposal of building material), section 60-2-6 (personnel not to enter buildings; tipping prohibited), section 60-2-7 (multifamily dwellings), section 6-2-8 (littering and offensive accumulations), section 60-2-9 (use of city receptacles), section 60-2-10 (transporting of garbage, etc), section 60-2-11 (types of garbage prohibited), section 60-2-12 (sanitary fees), and section 60-2-13 (commercial containers) of the code of ordinances.

Documents:

[ORDINANCE - SOLID WASTE.PDF](#)

10.II. Consideration And Action To Retain A Planning Support Contract With B+C Studios

Background:

In November 2018, Mayor and Council approved renewing the contract with B+C Studios for City Planning and Zoning support. The city continues to experience growth and has continued need for planning and zoning services. The City's Planning Consultant is responsible for:

1. Zoning application, conditional use permit and site plan review services; variance and appeals application review services;
2. Comprehensive Plan updates, including Short Term Work Program (STWP) project development;
3. Periodic updates to the Zoning Ordinance, Zoning Map and other ordinances;
4. Recommendations concerning land use and zoning, including annexation;
5. Review sign permit applications;
6. Review occupational tax permits;

7. Grant writing; and

8. The Consultant agrees to attend public meetings as needed, site visits, and attend work sessions with the City Manager per month during each calendar year of execution and renewal, if renewed, of the planning program of the City.

The proposed B+C Studios' planning services contract will auto renew each year unless terminated by either party. Staff recommends approval for provision of planning services by B+C Studios.

Documents:

[CITY PLANNER AGREEMENT.PDF](#)

- 10.III. Consideration And Action To Approve A Final Adjusting Change Order For The Astra Group, Inc .In The Amount Of \$ 208,218.12 To Close Out The Rail Facilities Corridor Improvement Project.

Background:

The Rail Facilities Project consisted of installing approximately a mile of new sidewalks, paving, drainage structures, fencing and curb & gutters. This final adjusting change order is for additional storm pipe, additional paving quantities and primarily for the removal of contaminated soil. The soil near the tracks contained creosote and needed to be removed for planting grass. This project has been completed and the final adjusting change order amount will be funded by TSPLOST collections.

Documents:

[CHANGE ORDER.PDF](#)

- 10.IV. Consideration And Action To Approve Grindline Skateparks Inc. In An Amount Not To Exceed \$300,000 For The Design And Construction Of The Hapeville Skatepark.

Background:

The proposed skatepark will be located beside the tennis courts at the Tommy Morris Sports Complex. This skatepark will provide a dedicated and safe place for kids to ride their skateboards. The planned funding source for the project is Tourism Product Development allocation of Hotel Motel Tax collections.

Documents:

[HAPEVILLE SKATEPARK PRELIMINARY CONCEPT 22 X 34.PDF](#)
[GRINDLINE DESIGN BUILD CONTRACT_HAPEVILLE.PDF](#)
[EXHIBIT A - HAPEVILLE SKATEPARK DB SCOPE OF WORK.PDF](#)
[TPD - ADVISORY-PROJECTION.PDF](#)

- 10.V. Discussion On Phoenix Academy Theatre Lease, 597 And 599 N Central Avenue

Background:

With the completion of the theater rebuild, and its October 2019 opening, it is time to update the operating lease for present conditions and a long awaited future. Updating the lease will include removal of references to HATT. Additionally, as we make modifications to the agreement, there may be other provisions mayor and council will suggest.

Staff seeks any additional recommendations from Mayor and Council on updates to the agreement. Staff has tasked legal with bringing forth language suitable for creating a multi-year agreement

Documents:

[ACADEMY THEATRE LEASE.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

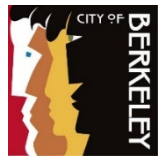
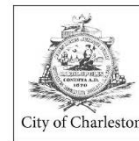
Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each 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.



Cost-effective solutions to Hapeville's short-term rental registration, compliance monitoring, fraud, audit and enforcement challenges

More than 300 of North America's leading cities and counties are looking to Host Compliance for guidance, data and solutions to their short-term rental challenges

Select Major City/County Clients



In Georgia we are currently partnering with 6 local jurisdictions to address their STR related challenges

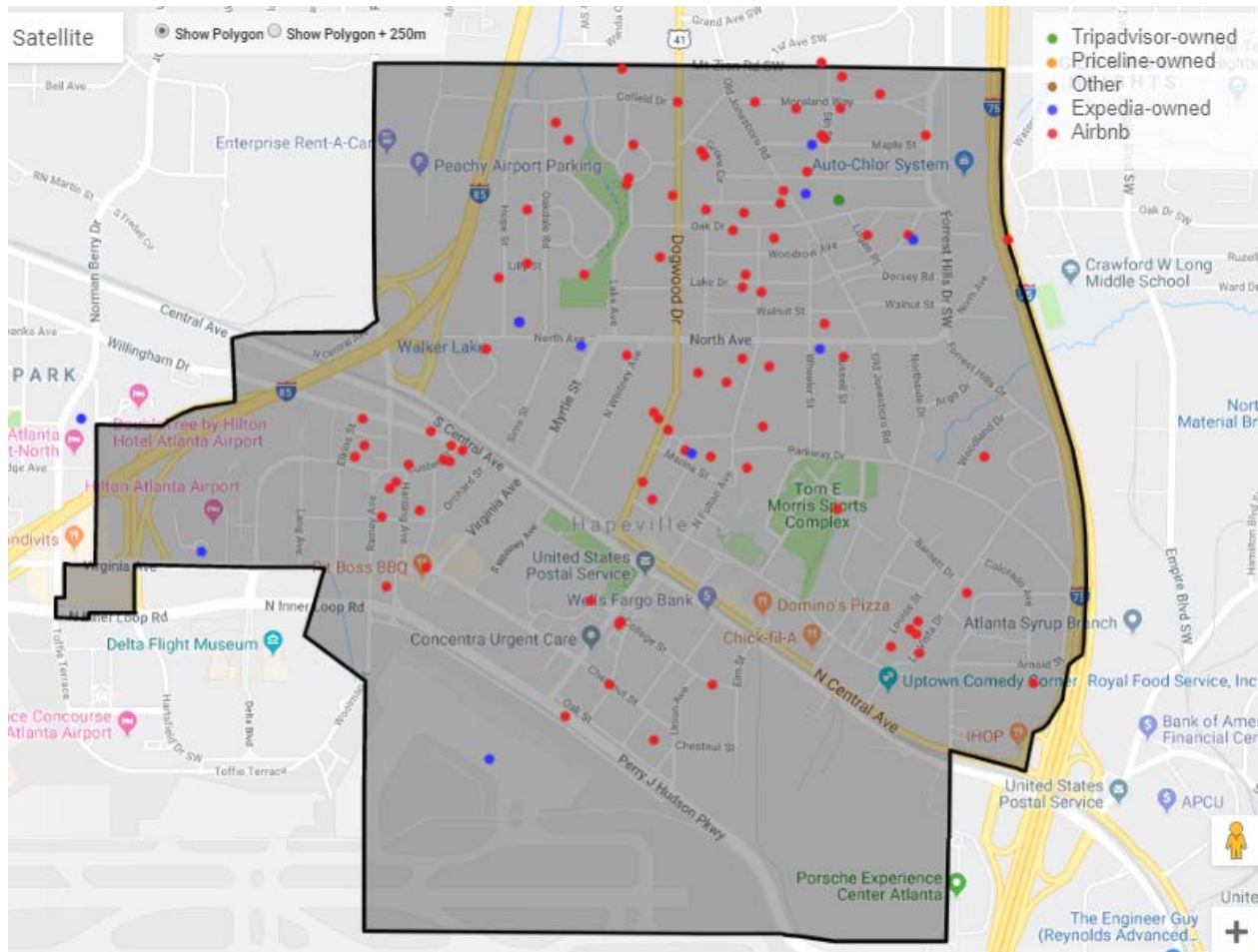
- Putnam County
- City of Columbus
- City of Sandy Springs
- Cartersville-Bartow
County
- City of Brookhaven
- Hall County
- Forsyth County

Agenda

- Introductions
- USA and Hapeville Market Context
- The Host Compliance Solution
- Discussion and Next Steps

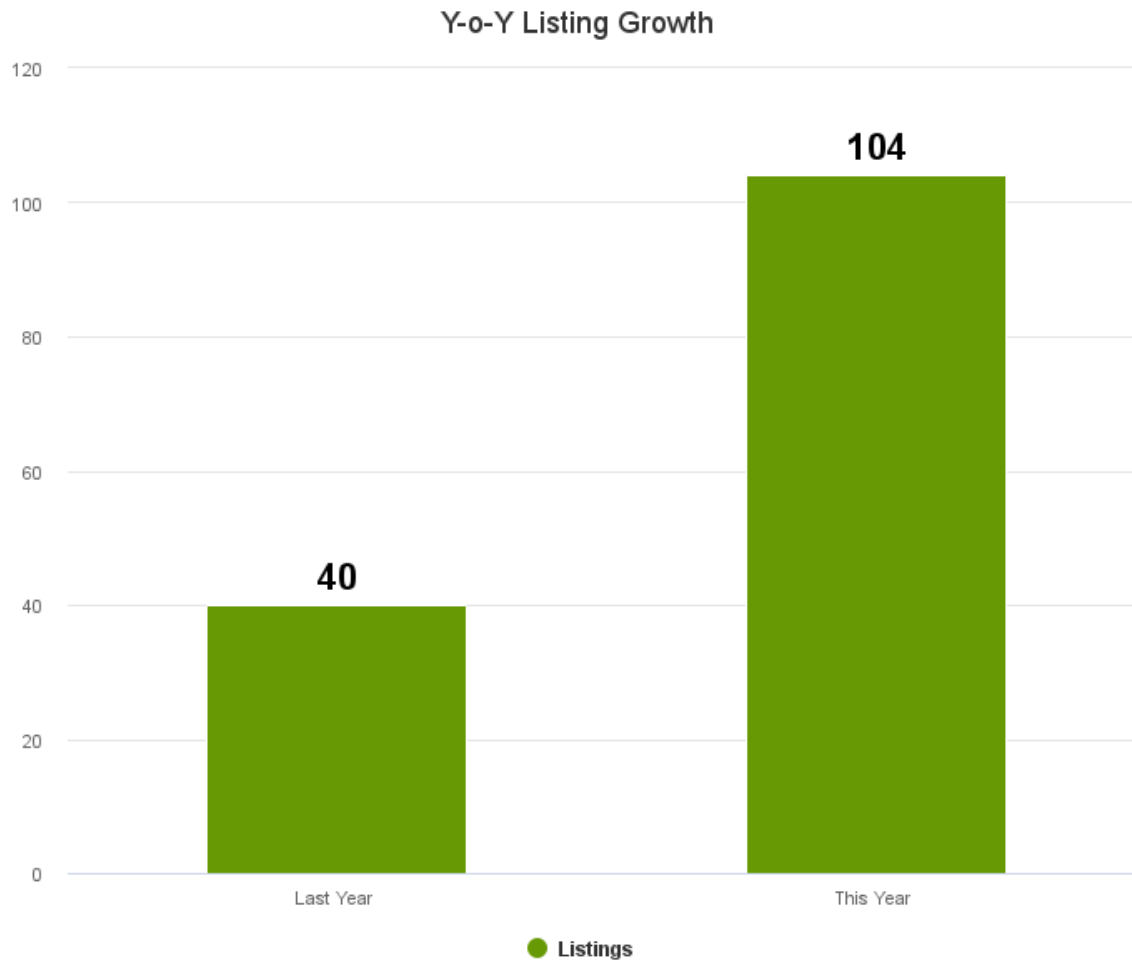
...and in Hapeville we have identified 104 listings, representing 99 unique rental units*

Short-term rentals in Hapeville as of October, 2019



* Host Compliance's pricing is based on the count of listings and rental units that would need to be analyzed and monitored for compliance. In terms of listings, this number is 113 as we will expand our search area by several hundred yards beyond the borders of Hapeville to capture all relevant listings. Source: Host Compliance Proprietary Data

The number of short-term rental listings has grown 160% in Hapeville over the last year



160%
*YoY Listing
Growth*

Counting only unique rental units, Hapeville has seen 154% growth since last year



154%
*YoY Rental
Unit Growth*

The Bad: Short-term rentals can displace long-term tenants, alter the neighborhood character and raise legitimate parking, noise, safety, trash and fairness concerns

Conversion of long-term rentals into STRs can affect housing availability



Increased tourism can change the neighborhood character



Visitors don't always know (or follow) local rules



Short-term renters may not care about keeping good neighborly relations



Increased occupancy can have negative trash related side-effects

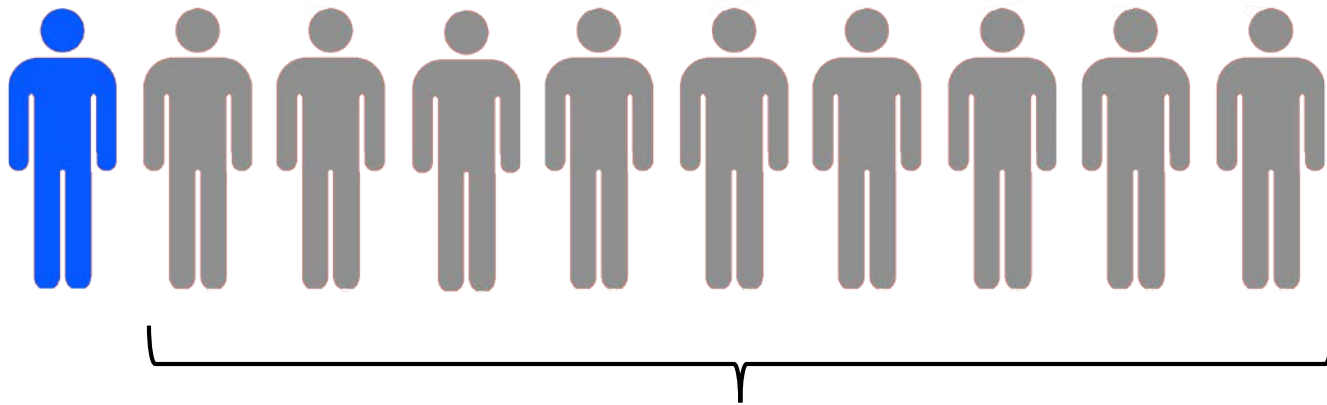


Unfair competition from VRBOs can cause conflicts and hotel job losses



Without proper enforcement, only a fraction of short-term rentals will get registered and pay their fair share of taxes

IN GENERAL LESS THAN 10% OF STR OWNERS VOLUNTARILY GET REGISTERED AND PAY ALL OF THEIR TAXES



Large potential for increasing
permit/license/registration fee income and
tax revenues

Agenda

- Introductions
- USA and Hapeville Market Context
- The Host Compliance Solution
- Discussion and Next Steps

Host Compliance's software and services can address all Hapeville's short-term rental related challenges



Mobile-Enabled Registration and Tax Collection: Mobile/web forms and back-end systems for streamlining registration and tax collection processes and capturing required documentation, signatures and payments electronically



Address Identification: Automated monitoring of 50+ STR websites and online dashboard with complete address information and screenshots of all identifiable STRs in Hapeville's jurisdiction



Compliance Monitoring: Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators (using Hapeville's form letters)



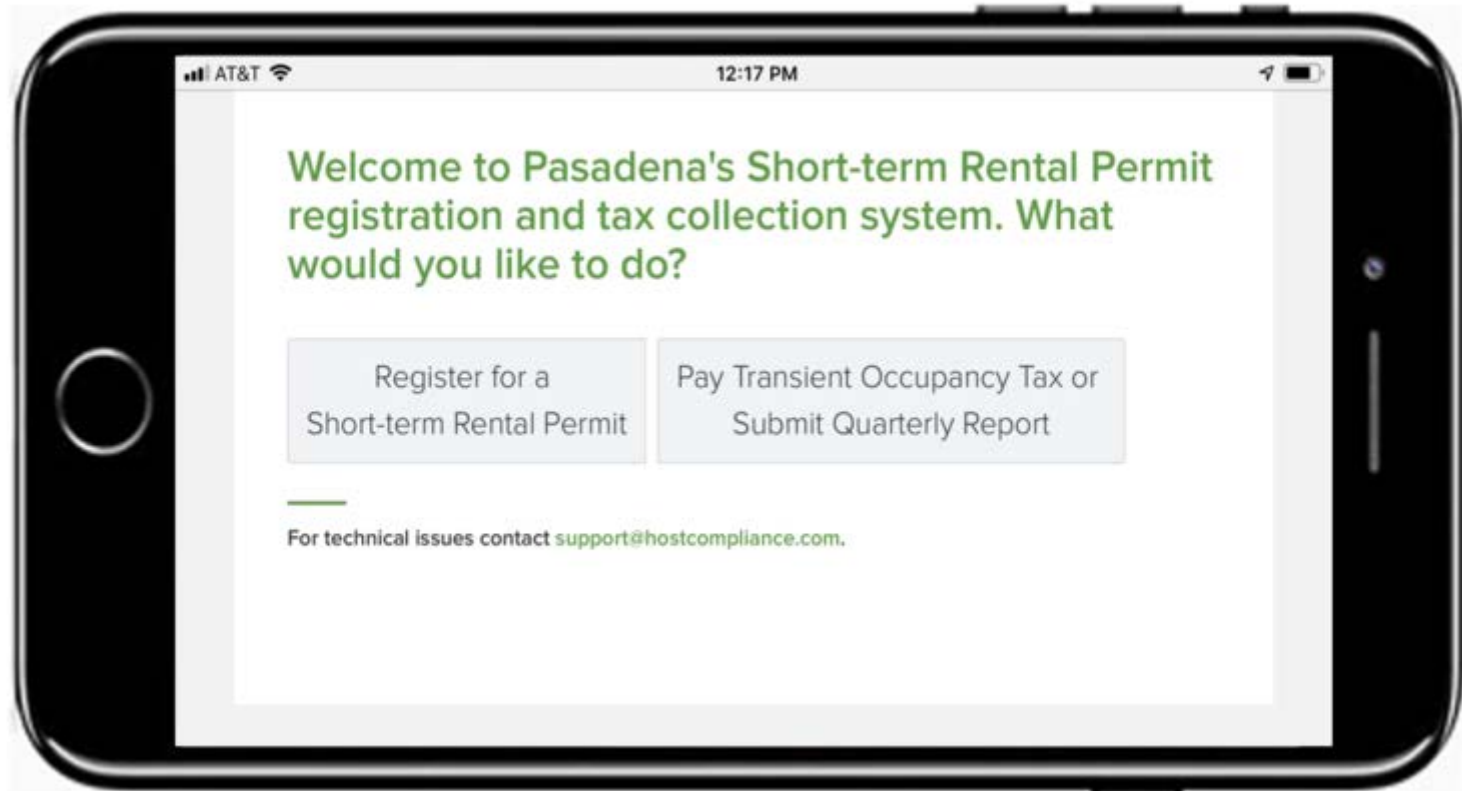
Rental Activity Monitoring and Tax Calculation Support: Ongoing monitoring of Hapeville's STR listings for signs of rental activity. Enables data-informed tax compliance monitoring and other enforcement practices that require knowledge of STR activity level



Dedicated Hotline: 24/7 staffed telephone hotline and online platform for neighbors to report non-emergency STR problems, submit evidence and initiative automatic follow-up activities



Mobile-Enabled Registration/Tax Collection: Simplify Hapeville's registration/permitting/tax collection process and significantly reduce the administrative costs on the back-end



Mobile-Enabled Registration/Tax Collection: Make it as easy to register, submit documentation and pay for your STR license/permit/taxes as it is to make a purchase from Amazon.com

We customize the online workflow to meet Hapeville's specific Ordinance requirements

The user-experience is designed to delight citizens, reduce errors and guide applicants through the process



Clearly lays out necessary documents for registration

If applicant is not eligible for STR permit (i.e., not a primary residence), site does not allow user to proceed (and waste his/her time)

We let hosts pay their registration fees and taxes whichever way they prefer

We collect supporting documentation and electronic signatures to ensure compliance with all laws



By sending my electronic signature, I certify under penalty of perjury that this information in this application and in the supplemental forms is complete and accurate and that I have read and agree to comply with the City's Short-Term Rental Ordinance including, but not limited, to the following regulations:

- The total number of guests is limited to 3 guests per bedroom plus 2 additional guests.
- There can be no more than 6 guests in the entire unit at any time.
- Guests cannot hold commercial meetings such as fundraisers, seminars, wedding receptions, etc.
- Storage exceeding the amount of 100 cubic feet is not permitted.
- Parties for all guests must be provided on-site.
- The short-term rental permit cannot be used for any other purpose, including but not limited to, events, parties, etc.
- The City of Hapeville will not be responsible for the short-term rental permit if it is not used as a primary residence.
- On a quarterly basis, I will meet the Short-Term Rental Fee along with the number of nights that my property was short-term rented and a sum of the revenues collected.

Ulrik Binzer

Date/Signature

Host Compliance systematically captures data from 54 major short-term rental platforms every 3 days

- Abritel
- Agoda.com
- Airbnb.com
- AlugueTemporada
- BedandBreakfast.com
- Belvilla
- Bookabach
- Booking.com
- Bungalo
- CanadaStays
- Cofman
- CyberRentals
- Dobovo
- e-domizil
- Evolve
- Expedia.com
- Flat4Day
- Flipkey.com
- Great Rentals
- HolidayLettings.com
- HomeAway.co.uk
- HomeAway.com
- HomeAway.com.au
- HomeAway.de
- HomeAway.es
- Homelidays.com
- HomeLike
- HomeStay
- HouseTrip.com
- HRS Holidays
- Kozaza
- LoveHomeSwap
- LuxuryRetreats.com
- MountainSkiTrips
- Niumba.com
- Novasol
- Orbitz
- OwnersDirect
- PerfectPlaces
- Stayz.com.au
- Toprural.es
- travelmob.com
- TravelStaytion
- Tripadvisor.com
- TripBeat
- Tripz
- Vacasa
- VacationCandy
- VacationRentals.com
- Villas.com
- VRBO.com
- WeNeedAVacation
- Wimdu
- 9flats.com

Address Identification: Our proprietary address identification technology and processes makes it possible to easily monitor Hapeville's STR market and find the addresses and owners of all identifiable STRs

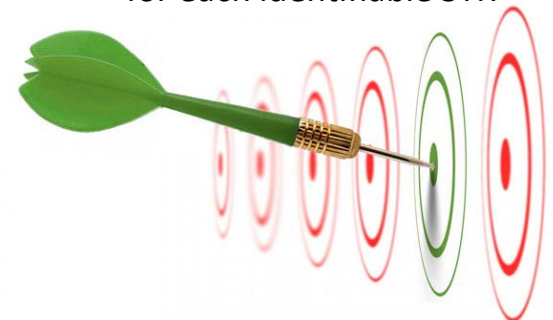
Step 1: We scan the world's 50+ largest STR websites for all listings in Hapeville



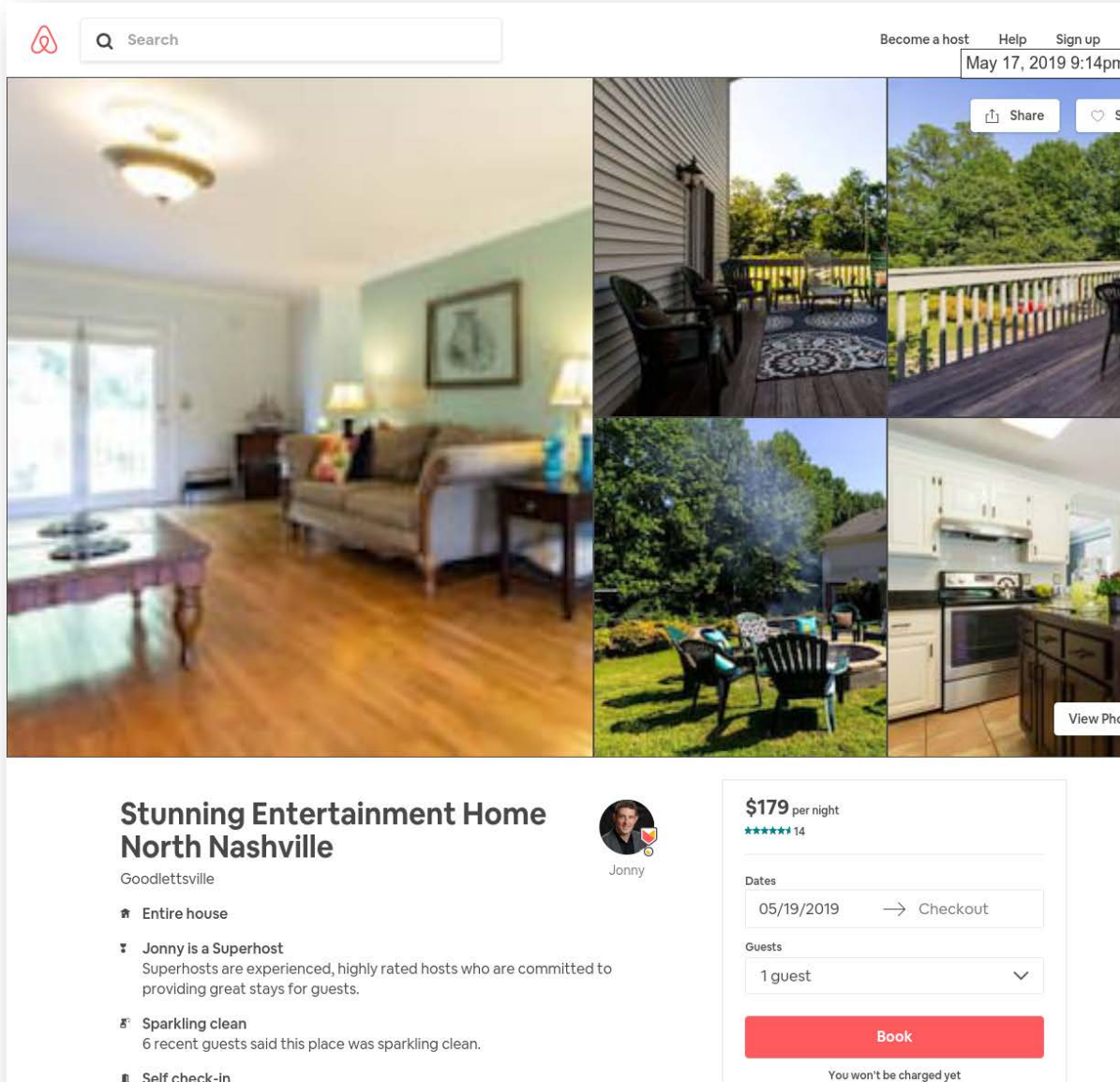
Step 2: We geocode each listing and extract as much information as possible to allow our AI models to narrow down the list of possible address/owner matches



Step 3: We combine AI and human analysts to identify the exact addresses and owner information for each identifiable STR



Address Identification: While scanning each STR platform every 3 days, Host Compliance captures listing status, metadata and full-screen screenshots which are time-stamped and made available to our clients in real time



Search

Become a host Help Sign up

May 17, 2019 9:14pm

Share

View Photos

Stunning Entertainment Home North Nashville

Goodlettsville

Entire house

Jonny is a Superhost
Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

Sparkling clean
6 recent guests said this place was sparkling clean.

Self check-in

Jonny

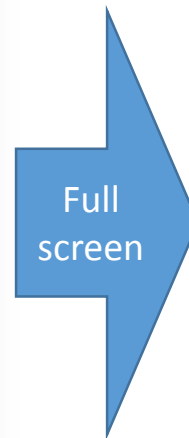
\$179 per night
★★★★★ 14

Dates
05/19/2019 → Checkout

Guests
1 guest

Book

You won't be charged yet

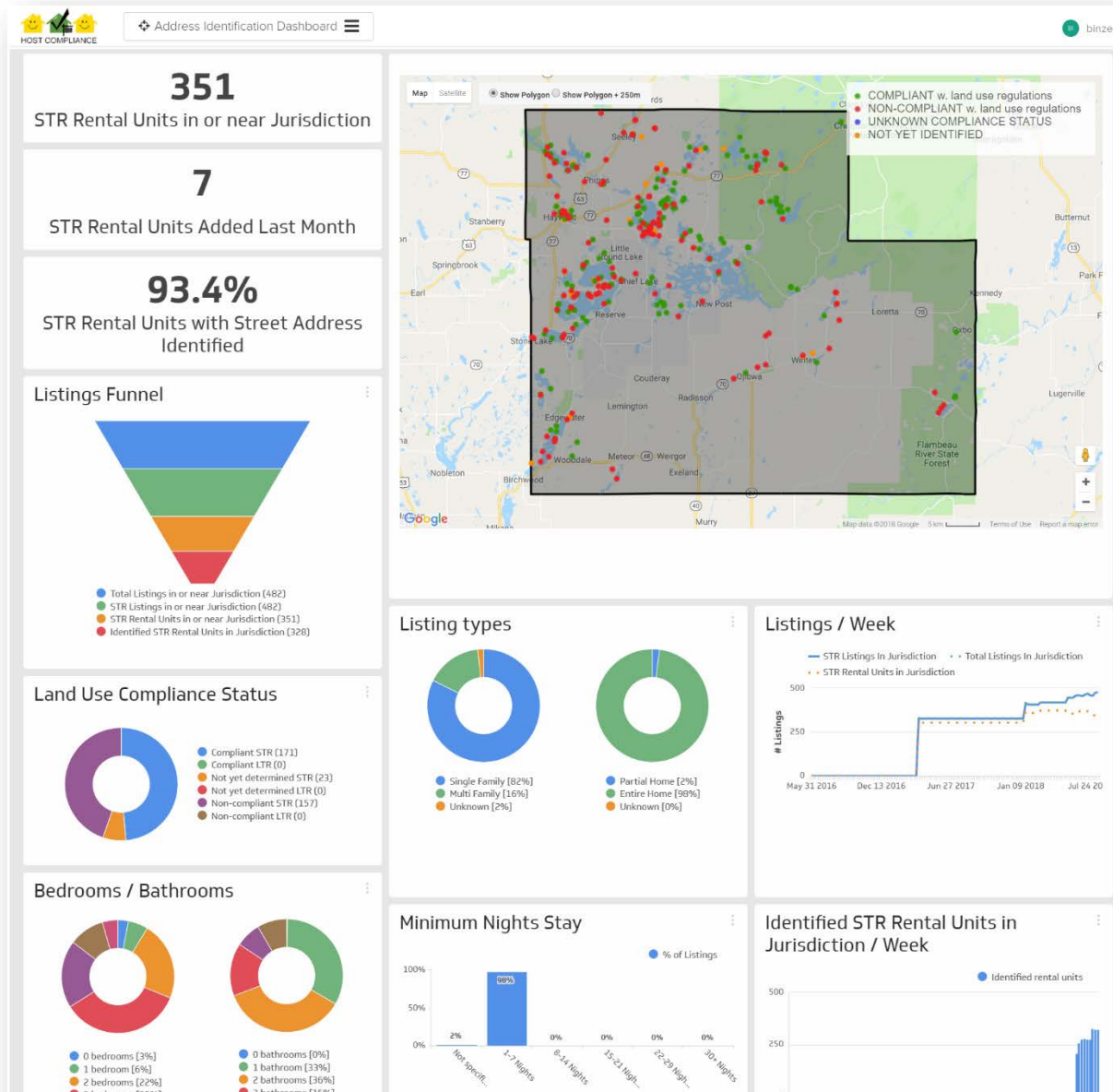


Address Identification: The data and screenshots we collect are made available to authorized city personnel in an easy to use online dashboard and records management system

The screenshot displays a web browser window with the URL `iframe.vacationrentalsapi.com`. The page is titled "Matched property listing" and shows a "Host Compliance" status of "Active Identified" with a green checkmark and a "PRINT" button. The main content area features a large photo of a living room with a brown leather sofa and a fireplace. Below the photo are several smaller thumbnail images. To the right of the photo is a Google Street View map showing the property location at 13737 Road Way, Trucase, CA. The "Identified Address" is listed as "Trucase, CA, United States". The "Identified Unit Number" is "None". The "Identified Latitude, Longitude" is also listed. The "Parcel Number" and "Owner Name" are shown at the bottom. The "Matched Details" section includes an "Analyst" field with the value "LNY3" and an "Explanation" field stating "House number visible in listing photo and full name matches tax records."

The screenshot displays a web browser window with the URL `iframe.vacationrentalsapi.com`. The page is titled "Matched property listing" and shows a "Listing Details" view. The "Listing URL" is `https://www.vrbo.com/property/16000/506805688?key=...`. The "Listing Status" is "Active". The "Host Compliance Listing ID" is `16000/506805688`. The "Listing Title" is "Mountain Hideaway with Modern Conveniences, Pet-Friendly". The "Listing Info Last Captured" is "May 05, 2017". The "Screenshot Last Captured" is "May 04, 2017". The "Price" is "\$200/night". The "Owner Address" is "San Francisco, CA 94110, US". The "Registration / Permit Number" is `16000/506805688`. The "Revenue" is "\$2,000". The "Documented, Last 12 Months" is "\$2,000". The "Estimated, Last 12 Months" is "\$5,071". The "Timeline of Activity" section shows a series of events and documentation pertaining to this property, including "2 Documented Stays" in March 2017, "2 Documented Stays" in January 2017, "First Warning Received: Sent" in December 2016, "First Warning: Sent" in October 2016, "1 Documented Stay" in September 2016, "Listing 16000/506805688 Identified" in August 2016, "Listing 16000/506805688 First Created" in April 2016, "1 Documented Stay" in January 2016, and "Listing 16000/506805688 First Activity" in August 2015. The "Listing Screenshot History" section shows a bar chart with three bars for March, April, and May, each with a value of 1.

Address Identification: Host Compliance's software provides real-time dashboards that makes it easy for staff and elected officials to understand the current state of Hapeville's short-term rental market



Address Identification: Our system supports all Hapeville's enforcement efforts with evidence of every address match and signed declarations, affidavits and expert testimony whenever needed

Example of Searchable Evidence

✓ **Matched Details**

Analyst IXMJ

Explanation

The exterior shown in the listing photo has all of the identical features to the one shown on the assessor website. The property is hosted by [REDACTED] and [REDACTED], which matches the two owners listed by the assessor.

Listing Photos

Matching 3rd Party Sources

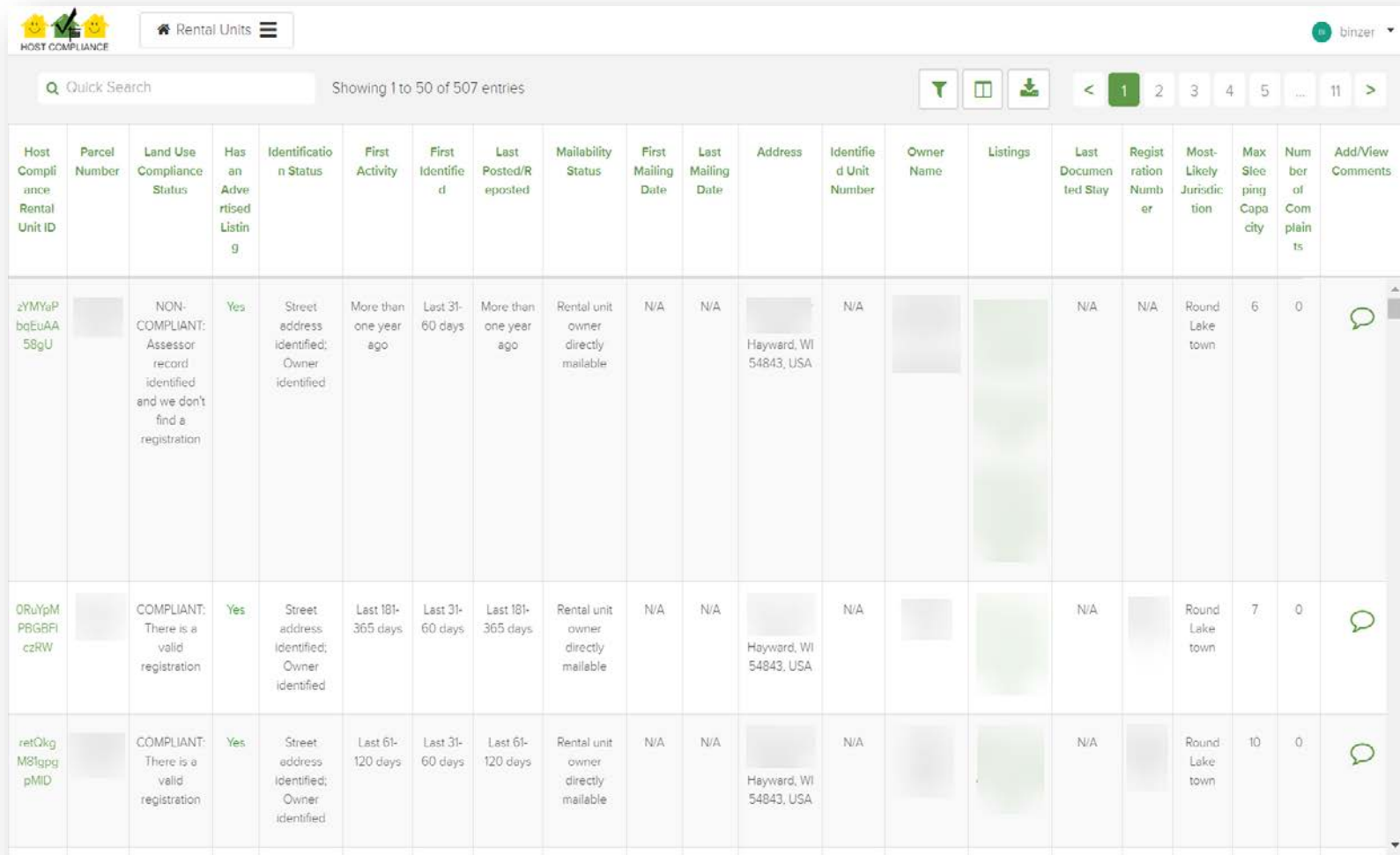
Same exterior.

[REDACTED] and [REDACTED] mentioned as hosts, they are owners of property.

Example of Legal Declaration

1		
2		
3		
4		
5		
6		
7		
8		CITY OF IMPERIAL BEACH-ADMINISTRATIVE CITATION APPEAL
9		
10	In the Appeal Of Citation Number [REDACTED]	Code Enforcement Case [REDACTED]
11	[REDACTED]	DECLARATION OF ULRİK BINZER
12	Appellant,	[IMAGED FILE]
13	vs.	Hearing Officer: [REDACTED]
14	CITY OF IMPERIAL BEACH,	Hearing Date: May 30, 2018
15	Respondent.	Hearing Time: 10:00 a.m.
16		Hearing Location: Mayor's Office
17		825 Imperial Beach Blvd.
18		Imperial Beach, CA 91932
19	I, Ulrik Binzer, declare as follows:	
20	1. I am the Chief Executive Officer of Host Compliance, LLC. I have personal	
21	knowledge of all the matters stated herein and, if called as a witness, I could competently testify	
22	thereto.	
23	2. Host Compliance, LLC ("Host Compliance") is a California Limited Liability	
24	Company that was formed on October 15, 2015 with its principal place of business located at 735	
25	Market Street, Floor 4, San Francisco, CA 94920. I have worked for Host Compliance since its	
26	inception.	
27	3. As the, CEO, my duties at Host Compliance include managing all aspect of the	
28	Company's operations. I am also the Founder and CEO of Host Compliance. I previously served	
	1 DECLARATION OF ULRİK BINZER	

Address Identification: All data is made available in detailed data reports that can be customized to Hapeville's exact needs and easily downloaded into Excel/CSV format



Host Compliance Rental Unit ID	Parcel Number	Land Use Compliance Status	Has an Advertised Listing	Identification Status	First Activity	First Identified	Last Posted/Reposted	Mailability Status	First Mailing Date	Last Mailing Date	Address	Identified Unit Number	Owner Name	Listings	Last Documented Stay	Registration Number	Most Likely Jurisdiction	Max Sleeping Capacity	Number of Complaints	Add/View Comments
zMYuPbqEuAA58gU		NON-COMPLIANT: Assessor record identified and we don't find a registration	Yes	Street address identified; Owner identified	More than one year ago	Last 31-60 days	More than one year ago	Rental unit owner directly mailable	N/A	N/A	Hayward, WI 54843, USA	N/A			N/A	N/A	Round Lake town	6	0	
QRuYpMPBGBFiczRW		COMPLIANT: There is a valid registration	Yes	Street address identified; Owner identified	Last 181-365 days	Last 31-60 days	Last 181-365 days	Rental unit owner directly mailable	N/A	N/A	Hayward, WI 54843, USA	N/A			N/A		Round Lake town	7	0	
retQkgM8tqpgpMID		COMPLIANT: There is a valid registration	Yes	Street address identified; Owner identified	Last 61-120 days	Last 31-60 days	Last 61-120 days	Rental unit owner directly mailable	N/A	N/A	Hayward, WI 54843, USA	N/A			N/A		Round Lake town	10	0	

Address Identification: Host Compliance's system makes it easy to track the status of individual rentals and create case notes as needed

The screenshot displays the Host Compliance web application. At the top, there's a navigation bar with the 'HOST COMPLIANCE' logo and a 'Rental Units' menu. The main content area is titled 'Add or review comments'. It features a text input field with a pre-filled comment from 'ulrik.binzer@hostcompliance.com' dated August 14th, 2018, stating that a property owner was visited on 4/17/2018 and found to be in non-compliance. Below the text field is a dashed box for file uploads with the instruction 'Drag and drop files or click to select'. A green 'Add Comment' button is positioned at the bottom of the form. To the right of the form, a sidebar shows a user profile for 'ulrik.binzer' and a notification about a property owner visit on 4/17/2018. At the bottom of the screen, a table lists various rental units with columns for compliance status, address, and other details.

Host Compliance Rental Unit ID	Pre-De	Has an	First Ac	Mailin	Host Compliance Rental Unit ID	Pa	Nu	COMPLIA	Yes	Yes	Street address identified; Owner identified	More than one year ago	More than one year ago	More than one year ago	Rental unit owner directly available	More than one year ago	More than one year ago	N/A	N/A	948	N/A	N/A	TOWN OF TRUCKEE	Truckee	2	Not provided	N/A
jsBWL2aREVVVJMKt					gLux3lcOEjraEpp	19	0	NT: There is a valid registration																			

Address Identification: All our data can be easily filtered, sorted and grouped in real-time

The screenshot displays the Host Compliance dashboard interface. At the top, there's a 'HOST COMPLIANCE' logo and a 'Rental Units' menu. A search bar shows 'Quick Search' and '1 filter(s) applied: Showing 1 to 50 of 1,689 entries'. Below this, a 'Pre-Defined Filter Combinations' section contains several dropdown filters: 'Has an Advertised Listing (f)', 'Meets STR Definition (Any)', 'Land Use Compliance Status (Any)', 'First Activity (Any)', 'First Identified (Any)', 'Last Mailing Date (Any)', 'Identification Status (Any)', 'Mailability Status (Any)', and 'Registration Number (Any)'. A 'Has an Advertised Listing - Yes' filter is also visible.

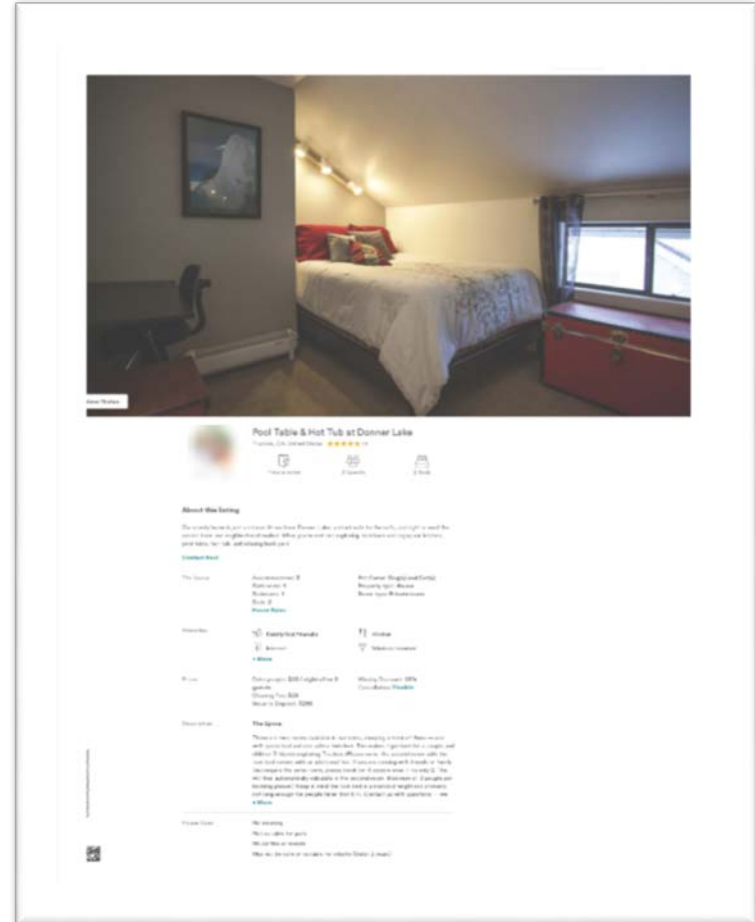
A 'Select Filters...' dropdown menu is open, listing various filters with checkboxes:

- Land Use Compliance Status
- Has an Advertised Listing
- Meets STR Definition
- Identification Status
- First Activity
- First Identified
- Last Posted/Reposted
- Mailability Status
- First Mailing Date
- Last Mailing Date
- Identified Unit Number
- Last Documented Stay
- Registration Numbers on Listings
- Case Number
- Vacation Rental District
- Most-Likely Jurisdiction
- Max Sleeping Capacity
- Registration Holder
- Registration Holder Mailing Address
- Zoning or Use Code

The main data table has the following columns: Host Compliance Rental Unit ID, Parcel Number, Land Use Compliance Status, Has an Advertised Listing, Meets STR Definition, Identification Status, First Activity, First Identified, Last Posted/Reposted, Mailability Status, First Mailing Date, Last Mailing Date, Address, Registration Numbers on Listings, Case Number, Vacation Rental District, Most-Likely Jurisdiction, Max Sleeping Capacity, Registration Holder, Registration Holder Mailing Address, Zoning or Use Code, and Add/View Comment.

Host Compliance Rental Unit ID	Parcel Number	Land Use Compliance Status	Has an Advertised Listing	Meets STR Definition	Identification Status	First Activity	First Identified	Last Posted/Reposted	Mailability Status	First Mailing Date	Last Mailing Date	Address	Registration Numbers on Listings	Case Number	Vacation Rental District	Most-Likely Jurisdiction	Max Sleeping Capacity	Registration Holder	Registration Holder Mailing Address	Zoning or Use Code	Add/View Comment
gLuXl cOEtR aEpp		COMPLIANT: There is a valid registration	Yes	Yes	Street address identified, Owner identified	Last 181-365 days	Last 181-365 days	Last 181-365 days	Rental unit owner directly mailable	N/A	N/A		N/A	N/A			14		Not provided	N/A	
j9aWL ZaRE WVVJ MKT		COMPLIANT: There is a valid registration	Yes	Yes	Street address identified, Owner identified	More than one year ago	More than one year ago	More than one year ago	Rental unit owner directly mailable	More than one year ago	More than one year ago		N/A	N/A			2		Not provided	N/A	
gESU AOfb8 TaDy		COMPLIANT: There is a valid registration	Yes	Yes	Street address identified, Owner identified	More than one year ago	More than one year ago	More than one year ago	Rental unit owner directly mailable	N/A	N/A		N/A	N/A			4		Not provided	N/A	

Compliance Monitoring: Put Hapeville's compliance monitoring and outreach efforts on auto-pilot by automating the mailing of notices to non-compliant short-term rental operators



Compliance Monitoring: Automate the entire mailing and follow-up process and track the status and outcome of each letter in real-time

Permit compliance mailing sequence



HOST COMPLIANCE

Letters

Quick Search

Showing 1 to 50 of 7,674 entries

No filters have been applied.

Letter ID	Letter	Mailing Date	Recipient Status	USPS Delivery Status	Parcel Number	Unit Number	Recipient Name	Recipient Address	Property Address	Has an Advertised Listing	Meets STR Definition	Land Use Compliance Status	Estimated Tax Basis	Returned	Letter was sent to correct recipient	Property is now in compliance	Rental Unit Record(s)	Registration Type	Report Issue	Add/View Comments
58691	First Warning - No STR or Tax	2019-08-04	Delivered	Delivered	15007001100	N/A				No	Yes	COMPLIANT: No longer advertised	estimated_revenue_upper_bound	No	Yes	Yes	Rental Unit Record	N/A	Report Issue	Tim, Below is basically the process you'll need to follow...
58690	First Warning - No STR or Tax	2019-08-04	Delivered	Delivered	14908018800	N/A				No	Yes	COMPLIANT: No longer advertised	estimated_revenue_upper_bound	No	Yes	Yes	Rental Unit Record	N/A	Report Issue	
58689	First Warning - No STR or Tax	2019-08-04	Delivered	Delivered	14815013500	N/A				No	Yes	COMPLIANT: No longer advertised	estimated_revenue_upper_bound	No	Yes	Yes	Rental Unit Record	N/A	Report Issue	

Compliance Monitoring: Stay in control but save time by having us send your enforcement letters with the click of a button

Rental Unit Record
30 Park Ave, Nashville, TN 37203, USA

Active ☒
Identified ☒
Compliant ☒

PRINT
SEND A LETTER

Listings Information
Airbnb - 24645873 VRBO - 3213206693757469

Rental Unit Information

Identified Address
TN 37203

Identified Unit Number
None

Identified Latitude, Longitude

Parcel Number

Owner Name

Owner Address

Matched Details

Analyst
OZ4P

Explanation
The property was successfully identified after finding a picture of the short term rental permit on the listing then validating the address on the Nashville short term rental permit site, then pulling the parcel up on the tax assessor site thus getting all other information.

SEND A LETTER

< Back | Select Letter Template



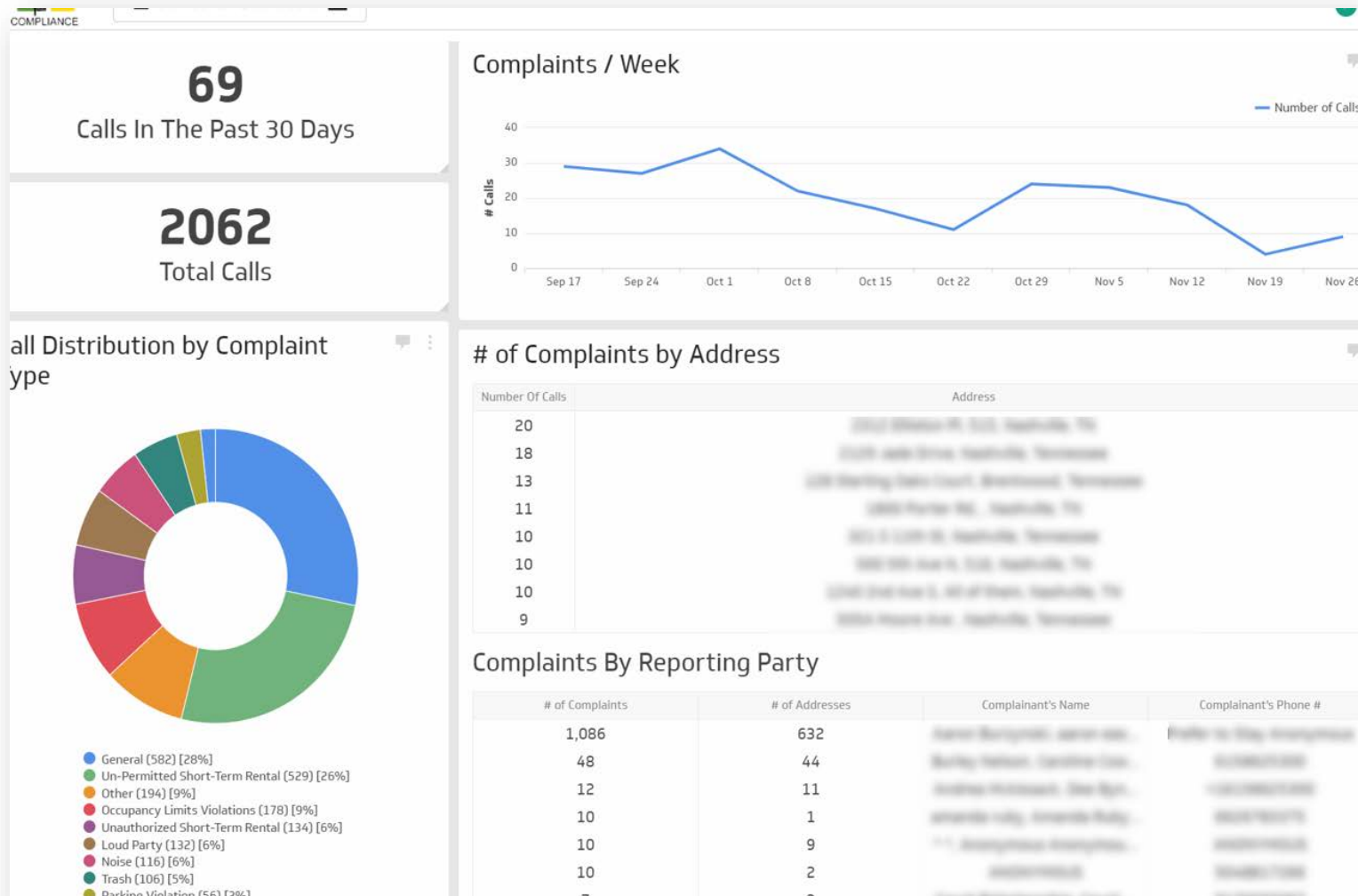
First Warning - No
STR or Tax

First Warning - No
STR Permit

First Warning - No
Tax Reg

Airbnb Letter

24/7 STR Hotline: Get detailed reports and dashboards to track all short-term rental related complaints in real-time and over time



24/7 STR Hotline: Get detailed real-time incident reports and easily review call recordings to quickly find out what is going on and determine appropriate next steps

The interface displays a table of incident reports with the following columns: Call Time, Caller Name, Caller Callback Phone, Call Recording, Reported Address, Reported Issue, Unit Permit/Registration Number, Unit Emergency Contact Number, Caller Requested Notification of Unit Emergency Contact, Unit Emergency Contact was Notified, Contact Person Acknowledged Call, Caller Requested Automatic Callback, Caller Indicated Problem Resolved, Caller Transferred to Police, Caller-Provided Evidence, Source, and Add/View Comments.

Call Time	Caller Name	Caller Callback Phone	Call Recording	Reported Address	Reported Issue	Unit Permit/Registration Number	Unit Emergency Contact Number	Caller Requested Notification of Unit Emergency Contact	Unit Emergency Contact was Notified	Contact Person Acknowledged Call	Caller Requested Automatic Callback	Caller Indicated Problem Resolved	Caller Transferred to Police	Caller-Provided Evidence	Source	Add/View Comments
2018-02-13 11:54AM			Call Recording		Nuisance at a Short-term Rental: parking. There are 10 cars parked by a rental property, the address			Yes	No		Yes	No	No	Caller-Provided Evidence	hotline	
2017-10-05 06:01AM					Please call Parking related issues: Guest are blocking access/ parking in the alley						N/A			Caller-Provided Evidence 1	web form	
2018-09-11 05:57PM								No	No		N/A			Caller-Provided Evidence 1	web form	
2017-12-31 08:00AM																
2018-09-12 08:24AM																

New Short-term Rental hotline call received regarding , Estes park, Co

From: [redacted]
To: [redacted]
Sent: February 13, 2017 12:46 PM

You got a new Short-term Rental Hotline call!

We wanted to let you know that we just received a new call on the Rental Hotline. You'll find the details below.

[Listen to call recording](#)

Call Details
Call ID 1477575
Call Time 2017-02-13 13:41:19
Caller Name [redacted]
Caller's Callback [redacted]
Property's Contact Person Called [redacted]
Property's Contact Person's # None

Reported Issue
Reported Address [redacted]
Reported Issue Detail to know more about the received information at callback [redacted]
Permit/Registration # [redacted]

Play Call Recording

0:01 / 2:46

Close

To accommodate any budget and ensure a high ROI for our clients, our services are priced based on the number of STRs that needs to be monitored

Cost per STR Listing/Rental Unit



**Mobile-Enabled Registration/
Tax Collection**

TBD



Address Identification

\$45.00 /yr



Compliance Monitoring

\$15.00 /yr



Rental Activity Monitoring

\$30.00 /yr



24/7 Dedicated Hotline

\$12.00 /yr

Note: The exact scope of work can be adjusted to meet Hapeville's exact monitoring needs in terms of geography, listing sites, listing types and other variables

Affordable modular pricing tailored to Hapeville's needs



**Mobile-Enabled Registration/
Tax Collection**

\$5,000 /yr



Address Identification

\$5,085 /yr



Compliance Monitoring

\$1,485 /yr



Rental Activity Monitoring

\$2,970 /yr



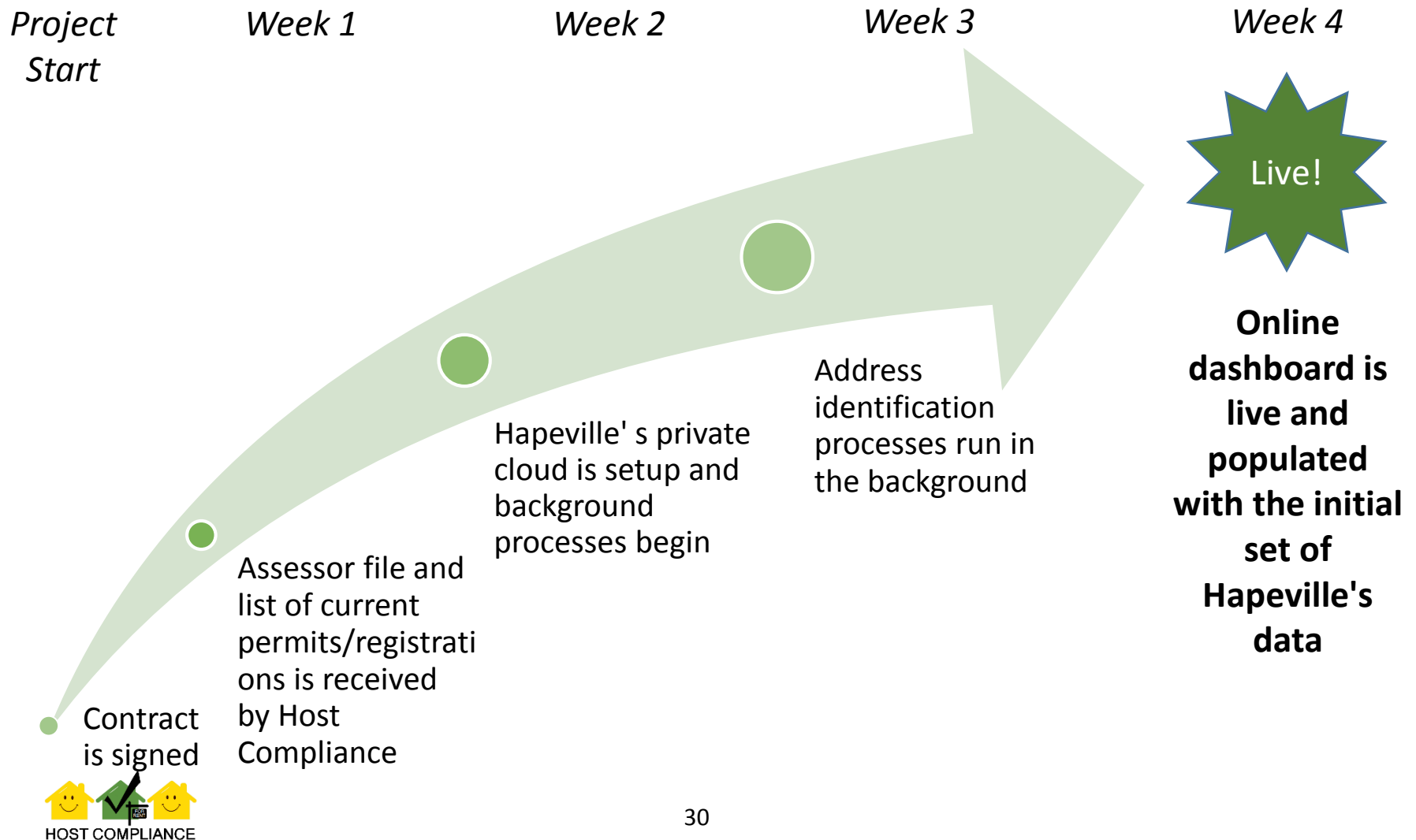
24/7 Dedicated Hotline

\$1,188 /yr

Note: Above pricing assumes 113 short-term rental listings and based in USD. Host Compliance would be happy to discuss alternative SOWs, contract terms, contract durations and pricing structures if that would be of interest.

Implementation Steps and Timeline: Our Customer Success Team has already completed hundreds of implementations and can get Hapeville up and running in less than a month

Typical Address Identification Implementation Timeline



Benefits to using Host Compliance's services

- ✓ Ensures fair, continuous and consistent compliance monitoring and enforcement
- ✓ Frees up valuable staff time that can be focused on higher-value added activities
- ✓ Minimizes noise, parking and trash violations
- ✓ Minimizes the impact on local law and code enforcement agencies as complaints are first handled by our 24/7 hotline and routed to the appropriate property owner before further enforcement actions are triggered
- ✓ Maximizes Hapeville's tax and permit fee collections
- ✓ REVENUE POSITIVE – in most cases, the additional registration fees alone pays for Host Compliance's services several times over
- ✓ Requires NO up-front investment or complicated IT integration
-> we can be up and running in 4 weeks!
- ✓ **6 MONTH UNCONDITIONAL MONEY BACK GUARANTEE!**

Feedback

TELL
US WHAT
YOU THINK...

**STATE OF GEORGIA
CITY OF HAPEVILLE**

ORDINANCE NO. _____

AN AMENDMENT TO ORDINANCE NO. 2019-01 THAT PRESCRIBED THE SCHEDULING OF REGULAR MEETINGS OF THE MAYOR AND COUNCIL; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

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

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

WHEREAS, the Mayor and Council shall fix the date and time of regular meetings of the Mayor and Council by ordinance pursuant to Code of Ordinance Section 2-403; and

NOW, THEREFORE, BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE:

SECTION 1. Scheduling of Regular Meetings. At the January 8, 2019 Mayor and Council Meeting, Ordinance No. 2019-01 was adopted scheduling the regular meetings of Mayor and Council. Mayor and Council wish to update and amend the Regular Meeting Dates as follows:

Pursuant to Section 2-403 of the Code of Ordinances, the Mayor and Council hereby announce that they shall meet on a regular basis on the first and third Tuesday of every month at 6:00 p.m. Eastern Time (ET), and continue in session from day to day in their discretion. However, Regular Meetings falling on or after a government holiday, will be cancelled or rescheduled. These Regular Meetings not following on the first or third Tuesday are indicated by an asterisks. The

holiday schedule is attached hereto and incorporated herein as Exhibit “A”. The Mayor and Council reserve the right to assemble and conduct official business on that date in the manner prescribed by law.

Regular Meeting Dates

January 8, 2019 *	June 18, 2019
January 22, 2019 *	July 2, 2019
February 5, 2019	July 16, 2019
February 7, 2019	July 18-19, 2019 **
February 19, 2019	August 6, 2019
March 5, 2019	August 20, 2019
March 19, 2019	September 17, 2019
April 2, 2019	October 1, 2019
April 16, 2019	October 15, 2019
May 7, 2019	November 5, 2019
May 21, 2019	November 19, 2019
June 4, 2019	December 10, 2019

The meetings shall take place at 700 Doug Davis Drive, Hapeville, GA 30254. They shall begin at 6:00 p.m. and may be continued or adjourned as necessary. Notwithstanding any designation to the contrary, the Mayor and Council reserve the right to transact business without limitation at such meetings to the extent permitted by applicable law.

**The City Council Retreat will be held on July 18-19, 2019 from 7:00 a.m. to 4:00 p.m. at the Georgia Tech Hotel and Conference Center located at 800 Spring St NW, Atlanta, Georgia 30308.

Section Two. Codification. This Ordinance shall be codified 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 H. Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney

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

3
4 **ORDINANCE NO. _____**

5
6 **AN ORDINANCE TO REVISE CHAPTER 60 (SOLID WASTE), ARTICLE 2 (SOLID**
7 **WASTE COLLECTION AND DISPOSAL) SECTION 60-2-1 (DEFINITIONS), SECTION**
8 **60-2-2 (CARTS; CURBSIDE SERVICE), SECTION 60-2-3 (STORING OF REFUSE),**
9 **SECTION 60-2-4 (DISPOSAL OF RUBBISH), SECTION 60-2-5 (COLLECTION OF**
10 **RUBBISH; DISPOSAL OF BUILDING MATERIAL), SECTION 60-2-6 (PERSONNEL**
11 **NOT TO ENTER BUILDINGS; TIPPING PROHIBITED), SECTION 60-2-7**
12 **(MULTIFAMILY DWELLINGS), SECTION 6-2-8 (LITTERING AND OFFENSIVE**
13 **ACCUMULATIONS), SECTION 60-2-9 (USE OF CITY RECEPTACLES), SECTION 60-**
14 **2-10 (TRANSPORTING OF GARBAGE, ETC), SECTION 60-2-11 (TYPES OF GARBAGE**
15 **PROHIBITED), SECTION 60-2-12 (SANITARY FEES), AND SECTION 60-2-13**
16 **(COMMERCIAL CONTAINERS) OF THE CODE OF ORDINANCES, CITY OF**
17 **HAPEVILLE, GEORGIA TO PROVIDE FOR THE REGULATION OF SOLID WASTE;**
18 **TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO**
19 **PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL**
20 **PURPOSES.**

21
22 **WHEREAS**, the mayor and council shall have full power and authority to provide for the
23 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
24 agencies, or employees granted by the City of Hapeville's Charter or by state law; and,

25
26 **WHEREAS**, the municipal government of the City of Hapeville (hereinafter "City") and
27 all powers of the City shall be vested in the mayor and council. The mayor and council shall be
28 the legislative body of the City; and,

29
30 **WHEREAS**, existing ordinances, resolutions, rules and regulations of the City and its
31 agencies now lawfully in effect not inconsistent with the provisions of the City's charter shall
32 remain effective until they have been repealed, modified or amended; and,

33
34 **WHEREAS**, amendments to any of the provisions of the City's Code may be made by
35 amending such provisions by specific reference to the section number of the City's Code; and,

36
37 **WHEREAS**, every official act of the mayor and council which is to become law shall be
38 by ordinance; and,

39
40 **WHEREAS**, the governing authority of the City finds it desirable to provide for the
41 regulation of solid waste collection and to make updates regarding the same.

42
43 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
44 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
45

Section One. Chapter 60 (Solid Waste), Article 2 (Solid Waste Collection and Disposal), Section 60-2-1 (Definitions), Section 60-2-2 (Carts; curbside service), Section 60-2-3 (Storing of refuse), Section 60-2-4 (Disposal of rubbish), Section 60-2-5 (Collection of rubbish; disposal of building material), Section 60-2-6 (Personnel not to enter buildings; tipping prohibited), Section 60-2-7 (Multifamily dwellings), Section 60-2-8 (Littering and offensive accumulations), Section 60-2-9 (Use of city receptacles), Section 60-2-10 (Transporting of garbage, etc), Section 60-2-11 (Types of garbage prohibited), Section 60-2-12 (Sanitary fees), and Section 60-2-13 (Commercial containers) of the City Code of Ordinances is hereby amended by striking said sections in their entirety and replacing them with the following language and titles:

Sec. 60-2-1. - Definitions.

For the purpose of this chapter,

Carts shall mean a receptacle approved for the collection of garbage and trash.

Garbage shall mean every refuse accumulation of animal, fruit or vegetable matter attending the preparation, use, cooking and dealing in, or storage of means, fish, fowl, fruits, vegetables or grains.

Trash shall mean all small discarded materials from around the premises which can be deposited in the approved containers for collection without hindrance to the normal collection service provided.

Rubbish shall mean all grass cuttings, leaves, flowers, limbs, branches, shrubbery, pruning of fruit or shade trees thereof from improved property.

Sec. 60-2-2. - Carts; curbside service.

(a) Each household, apartment, store, shop, restaurant, hotel, boardinghouse or other commercial establishment shall have sufficient carts that are approved for the waste collection service to receive and collect all garbage, trash and recyclables. Collection service may be refused and suspended until sufficient approved carts are obtained.

(b) The regulation of when carts shall be placed curbside for collection will be detailed in the "Solid Waste Collection Plan" provided by the City and kept with the City Clerk. This plan shall be updated on a yearly basis. Failure to comply with the "Solid Waste Collection Plan" may result in collection service being suspended or a citation being issued.

Sec. 60-2-3. - Storing of refuse.

All garbage must be thoroughly drained of all liquid matter and well-wrapped in paper or placed in a plastic garbage bag tied at the top before being deposited in the carts.

88 **Sec. 60-2-4. - Disposal of rubbish.**

- 89
- 90 (a) Disposal and collection of rubbish, such as hedge clippings, shrubbery clippings, tree
- 91 branches and limbs shall be properly bagged, secured and properly placed for collection per
- 92 the "Solid Waste Collection Plan". All rubbish that is not properly bagged, secured and
- 93 properly placed will not be collected and the originator may be subject to a citation.
- 94

95 **Sec. 60-2-5. - Collection of rubbish; disposal of building material.**

96 The city or the city approved waste hauler shall not be responsible for the collecting and hauling

97 of rubbish, trash, discarded building material, dirt, rock, plaster, metal or other like material

98 originating from private property preliminary to, during or subsequent to the construction,

99 reconstruction, renovation, repair or other modification of buildings of whatsoever type. The

100 material shall be removed by the owner of the property or the contractor. No certificate of

101 occupancy or other inspection approving said improvements shall be issued or completed until the

102 aforesaid material is removed by the owner or contractor. Before dirt, rock, plaster or other

103 discarded building materials may be deposited on private property, permission of the owner thereof

104 must be obtained. The sole burden and responsibility for such removal shall remain with the owner,

105 lessee, tenant or other occupant of such property.

106

107 **Sec. 60-2-6. - Personnel not to enter buildings; tipping prohibited.**

108

109 Garbage and refuse collection personnel are not permitted to enter houses and buildings for the

110 collection of refuse.

111

112 **Sec. 60-2-7. - Multifamily dwellings.**

113

114 In cases where the owner of a building having two or more tenants furnishes janitorial service for

115 such dwelling units including the placing of containers at a central collection point, it shall be the

116 duty of the janitor or other person charged by the owner with this responsibility to perform such

117 service in compliance with this chapter; however, this shall not relieve the occupants of such

118 dwelling units from their responsibility under sections 60-2-2 and 60-2-3. Where two or more

119 dwelling units in any building or other premises are occupied and where the aforesaid janitorial

120 services are not furnished, or in any case where the placing of containers for collection does not

121 clearly indicate the premises from which they came, the occupants of such dwelling units shall

122 plainly mark their containers for identification of ownership. This may be accomplished by

123 marking the container with the name, or the house or dwelling unit number in which the owner

124 resides.

125

126 **Sec. 60-2-8. - Littering and offensive accumulations.**

- 127
- 128 (a) *Littering prohibited.* No person shall throw or deposit, or cause to be thrown or deposited,
- 129 upon the streets, sidewalks, lanes or alleys, or into any storm sewer, catch basin, gutter or
- 130 drainage ditch, any paper, garbage or other waste matter. No person shall deposit on, bury in,
- 131 or cause to be deposited on, or buried in any land, public square, street, alley, lane, vacant or
- 132 occupied lot, or into any lake or watercourse, any noxious filth, odorous or offensive liquid,

solid material or garbage, or to place or keep such material within the limits of this city except in standard approved garbage receptacles from which regular collections are to be made.

- (b) *Violation deemed offense.* Any person who throws or places or causes to be thrown or placed, or leaves in such a way that is likely to fall, be blown or tracked onto rights-of-way of any public street, highway, or other public property of the city any trash, paper, garbage can, bottles, debris, litter, nails, tacks, glass, crockery, scrap iron, wire or other like materials of an offensive nature, shall be guilty of an offense under this section.
- (c) *Rolling a yard.* Any person who shall commit the act on private property of what is commonly called "rolling a yard" shall be deemed prima facie to have violated this section and shall be punishable as provided in subsection (d) below.
- (d) *Penalty for violation.* Any person who shall be convicted under this section shall be punished by a fine not to exceed \$1,000.00 or imprisonment not to exceed 30 days, or both.

Sec. 60-2-9. - Use of carts.

No person, other than employees of the city or the employees of the city approved waste hauler charged with such duty, shall move, molest, burn or interfere with any refuse carts or their contents or any other waste material set out for collection, unless authorized by the director of community services.

Sec. 60-2-10. - Transporting of garbage, etc.

No person, corporation or agent shall convey or cause to be conveyed upon the public streets, alleys or lanes any garbage, trash, rubbish or other materials of a like nature except when such material is secured in such manner to prevent the material from falling or being blown from such vehicle while in transit.

Sec. 60-2-11. - Types of garbage prohibited.

No person, corporation or agent shall place or cause to be placed with material to be collected any acid, corrosive or explosive material, inflammable liquids or any other dangerous material of any kind. The city will not be responsible for the collection of such material or its disposal.

Sec. 60-2-12. - Sanitary fees.

Sanitary fees shall be established and outlined in the "Solid Waste Collection Plan" that can be found with the City Clerk.

Sec. 60-2-13. - Commercial collection

- (a) *Definitions.* For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them. When consistent with the context, words used in the present tense include the future; words in the plural number include singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

180 *Commercial container.* A manufactured container suitable for emptying by mechanical
181 equipment and approved by the community service director.

182 *Commercial establishment.* Any hotel, motel, business, industrial, public, or semipublic
183 establishment of any nature or kind whatsoever other than a residential unit.

184 *Non-exclusive contract* shall mean a contract for a certain period of time granted by the city
185 with a private waste hauler pursuant to this chapter to permit the non-exclusive collection
186 and disposal of solid waste materials and byproducts including but not limited to recyclable
187 materials.

188 *Recyclable materials.* Any approved recyclable materials listed in "Solid Waste Collection
189 Plan" kept with the City Clerk.

190 *Waste hauler* shall mean a company, business, establishment or individual that is
191 contracted with or by the City of Hapeville to enter the City, use its infrastructure in order to
192 carry out their business to collect solid waste, recyclables and other waste items and to then
193 dispose of them at an appropriate, approved and registered facility doing business in the
194 State of Georgia.
195

196 (b) *Collection of commercial refuse generally.*

197 The city is authorized to enter into a private non-exclusive contract for solid waste services
198 for purposes of collecting and disposing of garbage, refuse, recyclable materials, yard
199 trimmings, bulky trash, hazardous waste, and biochemical waste.

200 (1) No person, business establishment or entity shall practice or engage in the collection or
201 disposal of solid waste and/or recyclable materials without first having an executed
202 agreement with the city granting permission to perform such service. After the initial
203 startup agreement, each agreement after that shall have a term of no longer than one
204 calendar year, beginning on January 1 and terminating on December 31 of that same year.
205 Renewals shall be for a period of one year and said applications shall be submitted to the
206 community services director. Upon expiration of the city's existing exclusive commercial
207 solid waste contract, no private waste hauler may execute agreements with businesses for
208 a period of one calendar year after the expiration date or without approval from the
209 Community Services Director.

210 (2) All commercial refuse accumulated in the city shall be collected, conveyed and disposed
211 of by an authorized waste hauler approved by the city. Each refuse contract held between
212 an individual business establishment and a city approved waste hauler on the date of the
213 adoption of this section shall be made available to the city upon request of the community
214 services director. The contract termination date and other pertinent information shall be
215 sent to the community services department, who will add the business name, location,
216 phone number, and the owner and manager's name to the city's list of commercial
217 sanitation customers. The City reserves the right to provide commercial collections
218 service after the initial term or contract.

(3) The community service director shall be authorized to adopt and promulgate reasonable rules and regulations concerning commercial refuse collection, conveyance and disposal which is further detailed in the "Solid Waste Collection Plan". However, such rules and regulations shall not be contrary to anything in this article but shall be supplementary thereto.

(4) The waste hauler(s) authorized by the city will collect commercial refuse in accordance with the rules and regulations established and outlined in the "Solid Waste Collection Plan" kept on file in the community service department and the office of the city clerk. At a minimum, each commercial business/customer shall be provided basic refuse pickup of once a week.

(5) At no time shall the level of service provided by any waste hauler for commercial waste be such that waste and /or recyclable materials overflow the container for which it is to be disposed or create any odors that would otherwise be deemed a public nuisance from the inability to properly collect said materials in a timely manner consistent with the disposal rate of any such business establishment.

(6) Commercial refuse shall be stored in garbage containers as approved by the community service director. Each commercial customer is responsible for maintaining the receptacle in good condition.

(7) The waste hauler approved by the city shall have clearly identifiable markings on each garbage container. The telephone contact number on the container shall be the same number found on the customer's invoice. At a minimum, the haulers name, haulers telephone contact number and the city's logo will be painted or otherwise affixed on the container for the collection service. The waste hauler shall take necessary steps to prevent spilling waste on the streets. Failure to comply may result in the agreement not being renewed.

(8) The waste hauler shall submit to the city a quarterly report including but not limited to customer accounts, customer revenue collected, customer addressing, tonnage of waste and recyclables collected.

(9) The waste hauler shall provide a recycling collection and disposal program for recyclable materials.

(10) The community services department is hereby authorized to levy fees for all approved waste haulers that have an executed agreement with the city. Those fees shall be established and outlined in the "Solid Waste Collection Plan".

(c) *Certain matter not to be placed in containers.* Dead animals, feces, explosives, dangerous and corrosive materials, clothing taken from persons with infectious diseases, heavy metals, or any substance deemed to be a hazardous or toxic waste by any agency of the state or federal government shall not be placed in any trash or garbage receptacle. Produce, meats, poultry, and food preparation oils shall be placed in sealed bags prior to being placed in any trash or garbage receptacle in such a manner as to minimize noxious or offensive odors emanating therefrom.

(d) *Doors and lids to be kept closed.* Except when trash or garbage is being loaded into containers, or pickup of the same is being affected, all doors for screening, doors, or lids of containers shall be kept closed.

(e) *Inspection.* Community Services, and code enforcement shall have the power to enter at reasonable times upon private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of the provisions of this section.

(f) *Penalties for violations.* The penalties for any violation of this section will be as stated in section 1-1-8 of this Code.

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

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ATTEST:

City Clerk

APPROVED BY:

City Attorney

DRAFT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2019 between the City of Hapeville, Georgia, a municipal corporation incorporated under the laws of Georgia, hereinafter referred to as "the City," and B+C Studio, a landscape architecture and planning firm, hereinafter referred to as "the Consultant".

WITNESSETH:

That on the terms and conditions hereafter set forth, the City does hereby employ the Consultant.

1.

Scope and Term of Agreement:

The Consultant hereby agrees to provide the necessary personnel and facilities to render planning and other professional services to the City as hereinafter set forth for a period of twelve (12) months beginning on the ____ day of _____, 2019, and ending the ____ of _____, 2020, with an automatic annual renewal for a term of twelve (12) months. Primary assistance rendered by the Consultant shall be in the field of comprehensive planning, zoning administration, and community development by the Consultant's team, provided, however, that the Consultant's staff resources shall be available as requested by the City.

The Consultant agrees to provide the following professional services to the planning program of the City, as each service is requested by the City Manager, during the term of this agreement:

- a) Zoning application, conditional use permit and site plan review services;
- b) Variance and appeals application review services;
- c) Architectural standards review services;
- d) Comprehensive Plan updates, including Short Term Work Program (STWP) project development;
- e) Periodic updates to the Zoning Ordinance, Zoning Map and other ordinances;
- f) Recommendations concerning land use and zoning, including annexation;
- g) Sign permit application reviews services;
- h) Occupational tax permit review services;
- i) Alcohol license review services;
- j) Grant writing;
- k) General planning services, and
- l) The Consultant agrees to attend public meetings as needed, site visits, and attend work sessions with the City Manager per month during each calendar year of execution and renewal, if renewed, of the planning program of the City.

The City, through the City Manager, may authorize the Consultant to undertake additional planning and technical services on a per hour basis, flat fee or by negotiation and mutual agreement.

2.

Compensation:

For such services performed by the Consultant listed in Paragraph 1 above, , the City agrees to pay the Consultant the following hourly rates:

One hundred and fifteen dollars (\$115.00) per hour – Director

Ninety-five (\$95.00) per hour – Senior Planner

Eighty dollars (\$80.00) per hour – Planner

Fifty dollars (\$50.00) per hour – Administrative Support

3.

Termination:

- (a) Notwithstanding any provision of this Agreement, each party reserves the right to terminate this contract, without cause, by giving a minimum of sixty (60) days written notice.
- (b) If this Agreement is terminated by the City for convenience, Consultant shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Consultant within ten (10) days of the date of termination, with the exception of any costs incurred by the Consultant in removal of any equipment owned by Consultant from premises owned by the City, which costs shall be borne by the City in the event of termination for convenience by the City.

4.

Termination of Services and Return of Property

Upon expiration or earlier termination of this Agreement, the Consultant shall deliver promptly to the City all property relating to the services that are owned by the City.

5.

Standard of Performance

Consultant warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Consultant agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the services required by this Agreement.

6.

Assignment and Subcontracting:

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

7.

Conflicts of Interest

Consultant warrants and represents that:

- (a) The services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and
- (c) Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The Parties agree that Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of services hereunder.

8.

Proprietary Information

Consultant acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Consultant and its agents or employees agree not to disclose, directly or indirectly, to anyone or to use or allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of the Consultant under this Paragraph shall survive the termination of this Agreement.

9.

Waiver of Breach:

The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same

or other provision thereof.

10.

Miscellaneous provisions:

- a) It is agreed that the City shall make available to the Consultant previously prepared planning studies, reports and related information and data which would be useful to the Consultant in carrying out the work program herein set forth.
- b) The Consultant represents that it has paid occupation tax in the City or provided evidence that it is otherwise exempt.
- c) Upon execution of this Agreement, the Consultant will provide a copy of its Workers' Compensation certificate to the City or evidence that it is otherwise exempt.
- d) Upon execution of this Agreement, the Consultant will provide proof that it maintains or carries in-force Liability Insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). This insurance policy shall also designate the City as an additional insured. This insurance is non-cancelable during the duration of this Agreement. Cancellation of this insurance will be considered a material breach of this Agreement.
- e) The Consultant shall furnish the City with evidence that it is insured against professional errors and omissions in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall further provide to the City a certificate from its insurer that said insurance will not be diminished, canceled, or terminated absent sixty (60) days' advance written notice to the City by registered mail. Said insurance shall be provided by an insurance company authorized to do business in the State of Georgia and said insurance shall remain in effect for a period of three (3) years after termination of this Agreement.
- f) This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligation of the City under this Agreement.
- g) The Agreement obligates the City only for sums payable during the calendar year of execution, or in the event of a renewal by the City, for the sums payable for the individual calendar year renewal term.
- h) This Agreement in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.
- i) Determination of satisfactory performance of the terms of this Agreement rests in the sole reasonable discretion of the supervisory personnel selected by the City.
- j) The Consultant acknowledges that it is solely an independent contractor and the Consultant is not an employee of the City and is not entitled to any employment rights or benefits from the City. Because of the Consultant's independent contractor status, no tax withholding shall be made from the Payments contemplated by Section 3 hereof. The Consultant agrees to indemnify the City for any tax liabilities or penalties it may incur by reason of the Consultant's performance hereunder. If the Consultant shall be deemed to be an employee of the City for any purpose, the Consultant shall indemnify and hold the City harmless from and against any and all liabilities, costs, and expenses that the City may incur by reason thereof, including, but not limited to, attorney's fees and penalties.

- k) Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Consultant for the purposes of all Workers' Compensation and insurance claims. The City reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement should be deemed to obligate the City under the Workers' Compensation Act to insure the Consultant's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement on behalf of the Consultant.
- l) This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- m) Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.
- n) Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the City from acquiring similar, equal or like services from other entities or sources.
- o) The Consultant agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees, from and against any liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorney's fees and costs of litigation defense and/or settlement) arising out of the Consultant's work under this Agreement and/or the Consultant failure to comply with the terms set forth in this Agreement. The Consultant further agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees, from and against any claims by employees, aides, staff, or helpers of the Consultant or any person who performs any services for the Consultant under this Agreement in connection with the work performed under this Agreement.
- p) The Consultant agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of its obligations under this Agreement. The Consultant further agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees from and against any liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorney's fees and costs of litigation defense and/or settlement) that may be sustained by reason of the failure of the Consultant or its employee(s), agent(s), aide(s), staff, or helper(s) or any person who performs any services for the Consultant under this Agreement to comply with any laws, ordinances, regulations, and codes.
- q) The Consultant shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be

included in the affidavit.

- r) Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to the Consultant:

B+C Studio

1320 Ellsworth Industrial Blvd

Suite a1400

Atlanta, GA 30318

Attn: Joel Bowman

As to the City:

City of Hapeville, Georgia

3648 N. Fulton Avenue

Hapeville, Georgia 30354

Attn: City Manager

- s) The captions used in this Agreement are inserted for convenience only and shall not constitute part hereof.
- t) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. The venue for any legal action to enforce this Agreement shall be in the Superior Court of Fulton County, Georgia.
- u) If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF said City acting by and through its duly authorized Mayor and the Consultant, acting by and through its President have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

CITY OF HAPEVILLE

Alan Hallman, Mayor

ATTEST

B+C STUDIO

Crystal Griggs-Epps, City Clerk

Joel Bowman, President

Local Administered Projects
Contract Modification
(Local Government and Contractor)

GDOT PI No.: 0007949 County: Fulton
Local Government: City of Hapeville Contractor: Astra Group, Inc.
Modification No. and Type: #1: Final adjusting change order

Whereas the below Contractor entered into a contract with the Local Government on March 28, 2017 for the construction of GDOT Project No. 0007949.

Whereas, certain items of construction encountered are not covered by the original contract, the Parties hereby agree to the following amendment to the contract:

Modify the Contract as follows: *Increase of \$208,218.12 to reflect final adjusted quantities. Original contract amount of \$3,030,000.00 revised to \$3,238,218.12.*

<u>Item No: Item Description</u>	<u>Units</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
<i>See attachment 1 for quantity adjustments.</i>				

Except as specifically amended herein, all terms and conditions of the original contract remain in full force and effect.

Now therefore, Astra Group, Inc., Contractor, hereby agrees to said contract amendment consisting of the above mentioned items and prices, and agrees that this contract amendment is hereby made a part of the original contract to be performed under the specifications thereof.

Dated this ____ day of _____, _____.

BY: _____
Contractor Name: Astra Group, Inc. (Authorized Signature) (Seal)

BY: _____
Local Government: City of Hapeville (Authorized Signature)

Date Executed: _____

**STATE OF GEORGIA
CONTRACT MODIFICATION SIGNATURE FORM**

(Local Administered Projects)

DATE: _____ **MODIFICATION:** #1: Final adjusting change order (Type and No.)

Project No.: N/A **GDOT P.I.#:** 0007949 **County:** Fulton

Contract i.d.#: _____ **PCN:** N/A

Local Government: City of Hapeville

Details of the change explaining why needed (attach executed contract agreement between the Local Government and Contractor):

☐ Do Not Concur / Non-Participating

☐ Concur / Non-Participating

☐ Concur / Participating

Date Funding approved: _____

Amount (Federal Portion)

The current project amount is: _____

The revised project amount is: _____

Total Change Requested: _____

Recommended By: _____
(Area Engineer)

Date: _____

Concurred: _____
(Project Manager)

Date: _____

Approved By: _____
(Office Head – Program Delivery)

Date: _____

**TABLE 1 - ADJUSTMENT OF INSTALLED QUANTITIES
TO ACCOMPANY FINAL ADJUSTING CHANGE ORDER**

Bid Item No.	Description	Original Bid Quantity	Installed Quantity	Final C.O. Quantity	Unit	Unit Price	Final C.O. Amount
150-1000	Traffic Control - PI0007949	1	1.00	0.00	LS	\$ 187,194.97	\$ -
163-0232	Temporary Grassing	1.6	4.47	2.87	AC	\$ 461.96	\$ 1,325.83
163-0529	CNST/REM Temp Sed Bar ir BLD STRW CK DM	66	-	(66.00)	LF	\$ 4.47	\$ (295.02)
163-0529	Mulch	23	9.29	(13.71)	Ton	\$ 449.54	\$ (6,161.84)
163-0550	CONS & REM Inlet Sediment Trap	3	3.00	0.00	Ea	\$ 223.64	\$ -
167-1000	Water Quality Monitoring & Sampling	8	4.00	(4.00)	Ea	\$ 56.48	\$ (225.92)
167-1500	Water Quality Inspections	12	13.00	1.00	Mo	\$ 395.32	\$ 395.32
171-0010	Temporary Silt Fence, Type A	10080	8,429.00	(1,651.00)	LF	\$ 2.47	\$ (4,077.97)
210-0100	Grading Complete - PI0007949	1	1.00	0.00	LS	\$ 638,095.27	\$ -
310-1101	Gr Aggr Base Course, Incl Matl	136	399.40	263.40	Ton	\$ 24.94	\$ 6,569.20
402-1812	Recyl AC Leveling, Incl BM&HL	1	-	(1.00)	Ton	\$ 102.58	\$ (102.58)
402-3121	Recyl AC 25 MM SP, GP1 or 2, BM&HL	32	-	(32.00)	Ton	\$ 99.12	\$ (3,171.84)
402-3130	Recyl AC 12.5 MM SP, GP2, BM&HL	3146	3,473.69	327.69	Ton	\$ 102.58	\$ 33,614.44
402-3190	Recyl AC 19 MM SP, GP1 or 2, BM&HL	22	-	(22.00)	Ton	\$ 99.12	\$ (2,180.64)
432-0206	Mill Asph Conc Pvmnt, 1-1/2 in Depth	40909	41,630.81	721.81	SY	\$ 4.32	\$ 3,118.22
441-0018	Driveway Concrete, 8 in thick	6.5	-	(6.50)	SY	\$ 82.25	\$ (534.63)
441-0104	Conc Sidewalk, 4 in	107	89.60	(17.40)	SY	\$ 60.24	\$ (1,048.18)
441-0104	Conc Sidewalk, 4 in w/ Brick Bands	1830	1,373.00	(457.00)	SY	\$ 69.51	\$ (31,766.07)
441-0108	Conc Sidewalk, 8 in	75	284.50	209.50	SY	\$ 151.31	\$ 31,699.45
441-4030	Conc Valley Gutter, 8 in	349.83	315.70	(34.13)	SY	\$ 53.02	\$ (1,809.57)
441-0300	Conc Spillway, SPCL DES	3	3.00	0.00	Ea	\$ 2,540.44	\$ -
441-5002	Conc Header Curb, 6" TP2	946	1,020.58	74.58	LF	\$ 13.43	\$ 1,001.61
441-6012	Conc Curb & Gutter, 6" x 24" TP2	4052	4,682.50	630.50	LF	\$ 13.77	\$ 8,681.99
441-6022	Conc Curb & Gutter, 6" x 30" TP2	4564	4,216.00	(348.00)	LF	\$ 15.10	\$ (5,254.80)
500-3101	CL A Conc, Thrust Block	1	-	(1.00)	CY	\$ 1,833.86	\$ (1,833.86)
500-3107	CL A Conc, Ret Wall	11	-	(11.00)	CY	\$ 752.99	\$ (8,282.89)
500-3200	Class B Concrete	287	308.50	21.50	CY	\$ 579.23	\$ 12,453.45
500-3201	CL B Conc, Ret Wall	328	352.00	24.00	CY	\$ 922.82	\$ 22,147.68
500-999	CL C Conc, Base or Pvmnt Widening	95	232.34	137.34	CY	\$ 231.69	\$ 31,820.30
515-2015	Galv Steel Pipe Handrail - Black	115	117.00	2.00	LF	\$ 59.63	\$ 119.26
550-1180	STM DR Pipe 18", H 1-10	3051	2,995.60	(55.40)	LF	\$ 63.01	\$ (3,490.75)
550-1240	STM DR Pipe 24" H 1-10	16	-	(16.00)	LF	\$ 70.66	\$ (1,130.56)
603-2180	STN Dumper RIP RAP, TP 3, 12"	50	94.38	44.38	SY	\$ 48.17	\$ 2,137.78
603-7000	Plastic Filter Fabric	50	105.85	55.85	SY	\$ 4.96	\$ 277.02
611-5551	Reset Sign	3	3.00	0.00	Ea	\$ 84.71	\$ -
610-9901	Rem Sign	10	10.00	0.00	Ea	\$ 112.95	\$ -
636-1020	Hwy Signs, TP 1 Matl, REFL SH TP 3	79.75	76.00	(3.75)	SF	\$ 29.37	\$ (110.14)
636-1036	Hwy Signs, TP 1 Matl, REFL SH TP 11	45	45.00	0.00	SF	\$ 29.37	\$ -
636-2070	Galv Steel Posts, TP 7	240	228.00	(12.00)	LF	\$ 9.88	\$ (118.56)
641-1100	Guardrail, TP T	257	257.00	0.00	LF	\$ 50.45	\$ -
641-5001	Guardrail Anchorage, TP 1	1	1.00	0.00	Ea	\$ 1,146.69	\$ -
641-5012	Guardrail Anchorage, TP 12	1	1.00	0.00	Ea	\$ 2,637.39	\$ -
643-8200	Barrier Fence (Orange) 4 ft	2630	-	(2,630.00)	LF	\$ 2.49	\$ (6,548.70)
643-8300	Ornamental Fence, 2' Tall	370	370.00	0.00	LF	\$ 32.57	\$ -
643-8300	Ornamental Fence, 4' Tall	7740	7,578.00	(162.00)	LF	\$ 36.81	\$ (5,963.22)
643-8300	Ornamental Fence, 6' Tall	330	302.00	(28.00)	LF	\$ 42.66	\$ (1,194.48)
647-6300	Loop Detector, 6 ft x 40 ft, Quadrapole	2	2.00	0.00	Ea	\$ 1,694.24	\$ -
652-0105	Pavement Marking, Bike Shared Lane Symbol	44	44.00	0.00	Ea	\$ 33.88	\$ -
653-0110	Thermo Pvmnt Marking, Arrow, TP 1	4	5.00	1.00	Ea	\$ 84.71	\$ 84.71
653-0120	Thermo Pvmnt Marking, Arrow, TP 2	27	34.00	7.00	Ea	\$ 84.71	\$ 592.97
653-0210	Thermo Pvmnt Marking, WORD, TP 1	7	5.00	(2.00)	Ea	\$ 169.42	\$ (338.84)
653-1501	Thermo Solid Traf Stripe 5" White	3570	3,355.00	(215.00)	LF	\$ 0.85	\$ (182.75)
653-1502	Thermo Solid Traf Stripe 5" Yellow	22339	21,317.00	(1,022.00)	LF	\$ 0.85	\$ (868.70)
653-1504	Thermo Solid Traf Stripe 12" White	184	100.00	(84.00)	LF	\$ 2.82	\$ (236.88)
653-1704	Thermo Solid Traf Stripe 24" White	427	495.00	68.00	LF	\$ 5.76	\$ 391.68
653-1706	Thermo Solid Traf Stripe 24" Yellow	343	800.00	457.00	LF	\$ 5.76	\$ 2,632.32
653-1804	Thermo Solid Traf Stripe 8" White	2400	2,172.00	(228.00)	LF	\$ 2.37	\$ (540.36)
653-3501	Thermo Skip Traf Stripe, 5 White	4301	2,890.00	(1,411.00)	GLF	\$ 0.79	\$ (1,114.69)
654-1001	Raised Pvmnt Markers, TP 1	240	240.00	0.00	Ea	\$ 8.47	\$ -
654-1003	Raised Pvmnt Markers, TP 3	170	219.00	49.00	Ea	\$ 8.47	\$ 415.03
668-1100	Catch Basin, GP 1	2	1.00	(1.00)	Ea	\$ 4,584.60	\$ (4,584.60)
668-2100	Drop Inlet, GP 1	29	29.00	0.00	Ea	\$ 3,098.94	\$ -
668-4300	Storm Sew Manhole, TP 1	6	8.00	2.00	Ea	\$ 2,903.00	\$ 5,806.00
670-1900	Inline Plug, 12 In	1	1.00	0.00	Ea	\$ 2,018.30	\$ -
700-9300	Bermuda Sod	7650	12,488.00	4,838.00	SY	\$ 5.01	\$ 24,238.38
702-0228	Cupressocuparis Leylandii	75	-	(75.00)	Ea	\$ 193.11	\$ (14,483.25)
702-0330	Hemerocallis Species	136	136.00	0.00	Ea	\$ 14.24	\$ -

**TABLE 1 - ADJUSTMENT OF INSTALLED QUANTITIES
TO ACCOMPANY FINAL ADJUSTING CHANGE ORDER**

Bid Item No.	Description	Original Bid Quantity	Installed Quantity	Final C.O. Quantity	Unit	Unit Price	Final C.O. Amount
702-0559	Liriope Muscari	1081	30.00	(1,051.00)	Ea	\$ 3.22	\$ (3,384.22)
702-0756	Pennisetum Alopecuroides	54	45.00	(9.00)	Ea	\$ 14.48	\$ (130.32)
702-0977	Rhaphiolepis Indica	30	28.00	(2.00)	Ea	\$ 56.32	\$ (112.64)
702-0981	Rosa X	18	8.00	(10.00)	Ea	\$ 39.36	\$ (393.60)
900-0039	Brick Pavers	8690	9,164.00	474.00	SF	\$ 7.91	\$ 3,749.34
999-999	Brick Columns	1	1.00	0.00	Ea	\$ 2,622.34	\$ -
	UnderCut Excavation (\$7.50/CY up to 750 CY)	0.00	750.00	750.00	CY	\$ 7.50	\$ 5,625.00
	Storm Drain Pipe, 15 IN, H 1-10	0.00	262.00	262.00	LF	\$ 78.95	\$ 20,684.90
	Safety End Section 15 IN, Storm Drain, 6:1 Slope	0.00	2.00	2.00	EA	\$ 5,865.15	\$ 11,730.30
	UnderCut Excavation (\$75.00/CY - Remove & Replace GAB)	0.00	65.91	65.91	CY	\$ 75.00	\$ 4,943.25
	Bituminous Tack Coat	0.00	2,110.00	2,110.00	GAL	\$ 4.35	\$ 9,178.50
	UnderCut Excavation (\$72.00/CY - Remove & Replace DIRT)	0.00	763.99	763.99	CY	\$ 72.00	\$ 55,007.28
	Additional RR Insurance Policy Extension	0.00	1.00	1.00	LS	\$ 19,450.00	\$ 19,450.00

Final Adjusting Change Order Total: \$ 208,218.12
 Previous Contract Total (prior to this change order): \$ 3,030,000.00
 Final Contract Total: \$ 3,238,218.12





SKATEPARK STANDARD DESIGN/BUILD CONTRACT

Grindline Skateparks, Inc. (Hereinafter referred to as "Contractor") Mailing Address: 4619 14 th Ave SW Seattle, WA 98106 Attention: Micah Shapiro Chief Executive Officer Phone: (206) 932-6414 Email: micah@grindline.com	City of Hapeville (Hereinafter referred to as "Owner") Mailing Address: 3474 North Fulton Avenue Hapeville, GA 30354 Attn: Lee Sudduth Director of Community Services Phone: 404-557-7277 Email: lsudduth@hapeville.org
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NAME OF THE PROJECT:

This Contract is made and entered into on this _____ day of _____ 2018 between
Owner and Contractor engages Contractor to provide skatepark design and construction
services for the Owner.

Owner, Owner's Representative and Contractor agree as follows:

I. SCOPE OF THE WORK.

To furnish and perform the work as described in **Exhibit A – Scope of Work**, for the design and construction
for the City of Hapeville, Hereinafter called Owner, in accordance with the Request for Proposals
submitted September 10th, 2018, all of which documents in their entirety are hereinafter referred to
as part of the Contract.

II. CONTRACT DOCUMENTS.

The following documents are incorporated into the Contract by this reference:

- A. ☒ Plans and Contract Drawings (Upon completion of final set).
- B. ☒ Exhibit A - Hapeville Skatepark DB Scope of work

III. COST OF THE WORK.

- a. The Owner shall pay the Contractor for completed Work and for services rendered. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
- b. As compensation for services to be performed by Contractor, the Owner will pay Contractor a total of \$300,000.00 for design and construction. Compensation for performing Additional Services with respect to each Phase will be pursuant to a mutually agreed upon Addendum to this Agreement. The total authorized budget amount shall not be exceeded without authorization from the Owner.

IV. CONTRACT TIME AND SCHEDULE.

- a. Contract Time. Contractor agrees to begin performing the Contract no later than 15 days upon the execution of this contract.
- b. Contract Schedule. A Project Schedule for the design and construction of the Project is incorporated in this contract with defined tasks and standard durations. Both parties acknowledge that the timing of funding and in kind services may impact the original schedule and both parties have responsibilities and obligations to keep the Project moving forward. Contractor will update the schedule at reasonable intervals and Owner will advise Contractor of any anticipated delays..

V. CONTRACTOR'S RIGHTS AND DUTIES.

1. **COOPERATION.** Contractor will cooperate with the Owner, Owner's Representative, other Contractors in the progress of the Project. Contractor will also take all reasonably necessary precautions to protect the Work of Owner's Representative and other Contractors from damage that may be caused by Contractor's Work.
2. **PAYMENT OF EMPLOYEES, Subcontractors and Suppliers.** Contractor agrees to pay its employees, Subcontractors and suppliers in a timely manner for all labor, services and materials supplied in connection with the Project. Contractor will indemnify and hold Owner harmless from any claims made by Contractor's employees, subcontractors and suppliers, providing Contractor has been paid for the Work that is the subject of the Claim.
3. **PROGRESS REPORTS.** Upon request by Owner, Contractor will supply reports on the progress of the Work and status of materials or equipment for use on the Project.
4. **SHOP DRAWINGS, PRODUCT DATA, SAMPLES.** Contractor will promptly submit Shop Drawings, Product Data, Samples or other documents and materials required by the Contract Documents within sufficient time so as not to delay the work and to obtain Owner's approval for such items.
5. **SAFETY.** Contractor will take appropriate and industry-standard safety precautions applicable to the Work, and will also comply with all safety programs or requirements set forth by Owner. Contractor will comply with all safety laws, regulations and/or ordinances applicable to the Project that are set forth by any governmental agency with jurisdiction over the Project. Contractor will maintain a safe workplace at all times and will immediately report any injuries or safety problems to Owner, and immediately mitigate and cure any safety problems, in cooperation with Owner. If Contractor uses a hazardous substance of a type which an employer is required by law to notify employees that the substance is in use, Contractor will not use such substance without obtaining prior written permission from Owner and notifying Owner of the use of the substance in sufficient time and with sufficient detail to allow Owner to respond with instructions or take necessary measures to ensure public safety.
- 6.. **NOTICES, LAWS, PERMITS, FEES.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, ordinances or any other rules set forth by any governing authority

with jurisdiction over the Project, including but not limited to all laws related to taxes, social security acts, unemployment compensation acts, and worker's compensation acts. Contractor will also be responsible for giving all notices required by federal, state and local laws, rules, regulations or ordinances and will secure and pay for all permits and licenses necessary for the completion of the Work.

7. **CLEANING UP.** Contractor will maintain a clean work site and will keep the premises free from accumulated waste.
8. **WARRANTY.** Contractor warrants that the materials supplied and the equipment furnished will be of good quality and new unless otherwise specified or permitted by the Contract. Contractor warrants that the Work will be free from defects not inherent in the quality of the Work and will conform to the Contract Documents. This warranty is in addition to any other warranty provided by law or the Contract documents. For a period of one year after Substantial Completion of the Project, Contractor agrees to correct any Work that is not in conformance with the Contract Documents
9. **SUPERINTENDENT, ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** Contractor will ensure there is a competent job superintendent, identified to the City, on site for the duration of the project. Communications to the superintendent are binding on the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case. Neither party will assign the Contract without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this Contract by assigning or subcontracting the Work or any portion thereof.
10. **ACCOUNTING RECORDS.** Contractor will keep records, including accounting records, relating to this Project in a form acceptable to Owner and will allow Owner access to all records upon reasonable notice to Contractor to review and audit such records.
11. **INDEPENDENT CONTRACTOR.** The Parties agree that Contractor is an independent contractor, with no employment relationship with Owner.
12. **PAYROLL TAXES.** Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by owner on behalf of contractor or contractor's employees or subcontractors. Contractor shall not be treated as an employee of owner with respect to the services performed pursuant to this agreement for federal or state tax purposes. Contractor understands that contractor is responsible to pay, according to law, contractor's taxes, and to withhold, according to law, taxes to be paid by employees or subcontractors. Contractor further understands that contractor may be held liable for self-employment (social security) tax to be paid by contractor according to law. Contractor shall indemnify, defend and hold harmless City against any claims or liabilities asserted against City, related to any tax payments or failure to pay taxes by contractor.
13. **LICENSES AND LAW.** Contractor represents that contractor possesses the skills and experience necessary and all licenses required to perform the services. Contractor shall comply with all applicable laws in the performance of the services.

14. **NON-DISCRIMINATION.** Contractor shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.

15. INSURANCE

- a. Contractor will obtain, pay for and maintain the coverage and amounts of coverage not less than those below by a carrier with a Best AA rating or its equivalent and licensed to do business in Georgia and will provide Owner with certificates issued by insurance companies satisfactory to Owner to evidence such coverages. The Owner should be a named insured on the liability and completed operations policies.
- b. Contractor will procure and maintain the following types of insurance at limits no less than stated below.
- .1 Contractor shall maintain in full force and effect, worker's compensation coverage for Contractor and any agents, employees, and staff that Contractor employs, and shall require from all subcontractors, proof of worker's compensation coverage to be provided to both Contractor and City. Contractor shall provide proof of such coverage to Owner, or proof that such worker's compensation insurance is not required under the circumstances. Contractor shall indemnify, defend and hold harmless City against any claims or liabilities asserted against City, related to any worker's compensation coverage by Contractor, Contractor's employees, and Contractor's subcontractors.
 - .2 Products and Completed Operations Coverage for the protection against bodily injury and property damage claims arising from this hazard at a limit no less than \$1M/2M.
 - .3 Commercial Liability insurance with a combined single limit for bodily injury and property damage no less than \$1M each occurrence covering all insurable obligations or operations of Owner.
 - .4 Business Automobile Liability with a combined single limit for bodily injury and property damage no less than \$1M each occurrence to include coverage for all owned, non-owned and hired vehicles.
- c. Limits of Liability: The insurer's maximum liability for all Loss and Claims Expenses resulting from each Claim shall be the limit of Liability for each claim set forth in Section 15.b. The insurer's maximum aggregate liability for all Loss and Claims Expenses resulting from all claims covered by this Policy shall be the aggregate Limit of Liability for all Claims set forth in Section 15.b.

V. OWNERS RIGHTS AND DUTIES

16. COOPERATION

- a. Owner shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate Contractor's timely and efficient performance of the Work and so as not to delay or interfere with Contractor's performance obligations under the Construction Documents.

- b. Owner shall provide timely reviews and approvals of interim design submissions and construction documents consistent with the turnaround times set forth in Contractor's schedule.
- c. Owner shall give Contractor timely notice of any Work that Owner notices to be defective or not in compliance with the contract documents.
- d. Unless expressly stated to the contrary in the Scope of Work, Owner shall provide, at its own cost and expense, for Contractor's information and use the following, all of which Contractor is entitled to rely upon in performing the Work:
 - Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines
 - Geotechnical studies describing subsurface conditions, and other surveys describing other latent of concealed physical conditions at the Site
 - Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project
 - To the extent available, record drawings of any existing structures as well as environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

17. INVOICES AND PAYMENTS.

- a. Contractor will submit applications for payment to Owner monthly, on a percentage complete basis. Pay applications will accurately depict actual expenses incurred by Contractor and will reflect the payment schedule agreed upon by the parties. Owner will make payment within 30 calendar days of the invoice date. Contractor shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Contractor within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion. Contractor understands and agrees that payment is made to Contractor from grant funds as such funds are received, and that Owner does not have a separate source of funds either available or budgeted for this Agreement. A sum equal to five percent (5%) of the monies earned by the Contractor will be retained by the City, from payments made by the City to the Contractor under this Contract. This retainage shall be used as a set-aside for the protection and payment of the claims of any person arising under the Contract.
- b. Interest. Except as stated above relative to any delays in grant funding, if payment is not received by the Contractor within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1% per month, up to the statutory judgment rate of interest in the State of Idaho, of the past due amount. Payments will be credited first to interest and then to principal.
- c. Suspension. If the owner fails to make payments when due, the contractor may suspend performance of services upon five (5) business days' notice to the Owner.
- d. Change Orders. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in writing and signed by both parties. Without

invalidating the Contract, Owner may make changes in the Scope of the Work and in the Contract Time. All changes to the Contract will be made in writing by Change Order and will be signed by both parties before being valid. Contractor shall be entitled to an equitable adjustment in the Contract Time and the cost of the Contract as a result of such changes.

- e. Final Payment. A sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment of the claims of any person arising under the Contract.

18. INDEMNIFICATION.

- a. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Contractor, they shall be borne by each party in proportion to its negligence. Contractor shall defend, indemnify, and hold Owner, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Contractor, its officers, subcontractors, agents or employees. In the event Owner is alleged to be liable on account of any activities, acts, or omissions of Contractor, its officers, subcontractors, agents or employees, then Contractor shall defend such allegations through counsel chosen by Owner, and Contractor shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.
- b. Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Contractor and any of Contractor's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than the work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

19. OWNERSHIP AND USE OF DOCUMENTS.

All documents, drawings, specifications, digital data associated with the project plans, including but not limited to .dwg files and/or data in other drawing file formats and other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the Owner whether the project for which they are made is executed or not. Ownership of documents shall transfer to the Owner once payment for such work has been received by Contractor. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. The Parties herein understand and acknowledge that this Agreement, its attachments and all documents generated pursuant to this Agreement with a Georgia municipality, may be public records subject to Georgia Public Records laws and Georgia Open Meetings laws and/or other applicable federal and state laws. Owner, in its sole

discretion, shall disclose any document relating to this Agreement, as it deems itself legally required.

20. TERMINATION OF THE CONTRACT

- a. **For Cause.** Either party may terminate this Contract if the other party fails or neglects to carry out the Work in accordance with the Contract Documents or otherwise materially breaches the Contract. The terminating party shall provide the other party with seven (7) calendar days' notice of the breach and provide the other party an opportunity to cure any breach. Should the other party fail to cure such breach, the terminating party shall have the right to terminate the Contract. Contractor shall be entitled to payment for the percentage of work completed, and Owner shall be entitled to reimbursement for the percentage of work paid for, if not completed.
- b. **With Notice.** The Owner and Contractor may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof, except that Contractor shall not terminate this Agreement without completing the agreed-to work, without the acceptance of such termination by Owner. The Owner, upon termination, shall promptly pay Contractor for all services rendered to the effective date of suspension of services, plus mutually agreeable suspension charges, which may include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf, subject to grant fund availability.
- c. **MERGER, INTEGRATION AND MODIFICATIONS.** This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may only be amended, whether by change order to other modification, if both parties specifically agree in writing to such amendment of the Agreement.
- d. **DISPUTE RESOLUTION.** Owner or Owner's Agent agree to notify Contractor of any claims against the Contractor within 1 year of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Contractor agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Contractor. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. A representative of each party with authority to settle the Claim will be present at the mediation. Fees and expenses for mediation shall be split equally between the parties. The Owner and Contractor agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede, and be a condition precedent to litigation. Notwithstanding the foregoing, either party may apply to a court for equitable relief or to attach assets prior to or concurrent with engaging in alternative dispute resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, with venue for any action brought pursuant to this Agreement to be in a court of competent jurisdiction in the State of Georgia .

- e. **SEPARATE CONTRACTORS.** The parties recognize that Owner may perform construction related to the Work with its own forces or with separate contractors. Owner shall provide for coordination of such forces with the work of Contractor, who will cooperate with them.
- f. **WAIVER, PERFORMANCE AND SEVERABILITY.** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the strict performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of breach, or of such term, covenant or right.
- g. **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party. Contractor may utilize subcontractors, and Owner will cooperate with such subcontractors, but the Contractor will not be relieved of any of the responsibilities of this Contract by assigning or subcontracting the Work or any portion thereof.
- h. **ATTORNEY FEES.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- i. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- j. **JOINT DRAFTING.** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

VI. MISCELLANEOUS

- a. Notwithstanding other sections of this agreement to the contrary, at its sole option, the City may opt to terminate the contract within seven (7) days of final receipt of all design products agreed upon herein (including but not limited to stamped construction drawings, specifications, line item construction budget, concept plan for phases 2, 3 and 4, and other related items); provided, that the Owner shall be responsible for paying design costs, not to exceed \$29,985, to the Contractor. All design products shall be the property of the City, as authorized in Section V, subsection 19.
- b. The Owner and Contractor acknowledge that the Owner may receive in-kind donations, including but not limited to construction services and labor, materials and lodging for workers. Unless otherwise mutually agreed upon, in-kind donations shall be the property of the Owner and used to enhance and expand the project.

VII. DESIGNATED REPRESENTATIVES

Owner and Contractor designate the following representatives to act on behalf of each party to have authority to make decisions, approve changes and process payment applications.

OWNER

Grindline Skateparks, Inc.

(Hereinafter referred to as "Contractor")

Mailing Address:

4619 14th Ave SW

Seattle, WA 98106

Attention: Micah Shapiro

Chief Executive Officer

Phone: (206) 932-6414

Email: micah@grindline.com

CONTRACTOR

City of Hapeville

(Hereinafter referred to as "Owner")

Mailing Address:

3474 North Fulton Avenue

Hapeville, GA 30354

Attn: Lee Sudduth

Director of Community Services

Phone: 404-557-7277

Email: lsudduth@hapeville.org

In Witness hereof, Owner and Contractor have caused this Agreement to be executed and accepted by their duly authorized officials:

Grindline Skateparks, Inc.:

By: _____
(signature)

(name--type or print)

(title)

(date)

Owner

By: _____
(signature)

(name type or print)

(title)

(date)

EXHIBIT A - SCOPE OF SERVICES

CITY OF HAPEVILLE, GA

SKATEPARK DESIGN /BUILD PROJECT

Task 1: Conceptual Design

a) Project Kick Off Meeting: Grindline, City Staff, and project stakeholders will meet via phone / internet meeting to review current information for site (survey and geotech by others). Grindline and City Staff will finalize the project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as exchange/review of documents will be identified.

b) Preliminary Conceptual Design: Grindline will develop a Preliminary Concept based on information from Task 1a and submit to City Staff for comment. Submittal will include 3d renders, siteplan with elevations, and preliminary cost estimates.

c) Design Review Meeting: Via phone conference/online meeting, Grindline and City Staff will discuss Preliminary Concept and finalize direction of the Final Concept.

d) Final Concept: based on City comments on the Preliminary Concept, Grindline will create a Final Concept and submit to City Staff for review. Grindline will provide detailed line item cost estimate that can be used for value engineering if needed.

e) Design Review Meeting: Via phone conference/online meeting, Grindline and City Staff will finalize direction of the Final Concept and discuss construction documents submission and address any questions, concerns or necessary revisions. Once there is City approval on a final concept, Grindline will begin production of the Construction Documents.

TASK 1 DELIVERABLES & FINAL PRODUCTS

A summary report for the site summarizing the results of the Project Startup Meetings for the Client to review and approve, including:

- Brief narrative listing the site constraints and opportunities and an inventory/analysis of potential skatepark area
- Preliminary and Final Conceptual Designs suitable for display showing the site plan and program elements to scale. Submittal to include plan and 3d perspective views and will be submitted in digital format
- Preliminary and Final Cost Estimates with rough quantity of materials estimates for concepts

Task 2. Construction Documents

Grindline will deliver 50% and 100% sets of drawings and coordinate with City Staff to review drawings. The City Staff's review comments should include all information and changes relevant to local and state building codes and permits. All plans will be submitted in digital PDF format.

After the 50% and 100% submittal, City Staff and Grindline will meet via phone conference/online meeting to discuss the submission and address any questions, concerns or necessary revisions.

TASK 3 DELIVERABLES & FINAL PRODUCTS

- | | |
|-------------------------------------|---|
| • Skatepark and Site Plan & Details | • Erosion Control Plan (by Keck & Wood) |
| • Skatepark Materials Plan | • Drainage Plan (by Keck & Wood) |
| • Skatepark Vertical Controls | • Demolition Plan (by Keck & Wood) |
| • Skatepark Horizontal Controls | • Technical Specifications |
| • Skatepark Jointing Plan | • Final cost estimate |
| • Skatepark Sections | • Final quantity of materials estimate |
| • Grading Plans (by Keck & Wood) | |

Task 3. Construction

Upon approval of Final Construction Documents by the City and demo / site prep by City forces, Grindline will mobilize our skatepark build team to the site to construct the skatepark according to plans and specifications. Grindline will serve as the General Contractor on the project. Grindline will provide weekly written progress reports, as well as address any change directives and clarification drawings if needed. Upon substantial completion of construction, a walk through with the City will occur to develop a punch list for project closeout. Grindline will provide skatepark manuals covering maintenance of the park and provide a one year written warranty on all materials and workmanship.

TASK 3 DELIVERABLES & FINAL PRODUCTS

World Class, cast-in-place custom concrete skatepark
One year Warranty
O&M Manual
As-Built or Redline Drawings

Exclusions

All design work will be completed via phone /internet. No travel is included during the design phase
Survey and geotech are NIC and will be provided by others
Civil / Stormwater / Landscape design are NIC and will be provided by others
Stamping of construction documents are NIC. If a structural review is needed assume approximately \$3,200.00
The City will provide the following with it's own forces for construction:

- Removal of existing trees and stump(s) onsite
- Stripping / Grubbing of site
- Rough grading of site (Grindline / Keck & Wood to provide grading plan)
- Removal / installation of drain lines / drainage structures (TBD)
- Grading around the skatepark after construction
- Site / landscape restoration

Grindline Skateparks

Hapeville Skatepark Design/Build fees

Item	Labor	Quantity	Unit	Rate	Cost	Totals
TASK 1: Conceptual Design						
Project Startup Meeting						\$560.00
	Principal	2	hrs	\$155.00	\$310.00	
	Lead Design	2	hrs	\$125.00	\$250.00	
	Design Associate		hrs	\$85.00	\$0.00	
Conceptual Design						\$8,940.00
	Principal	2	hrs	\$155.00	\$310.00	
	Lead Design	50	hrs	\$125.00	\$6,250.00	
	Design Associate	28	hrs	\$85.00	\$2,380.00	
TASK 2: Construction Documents						
Construction Documents (50/100%, Specifications & Permitting)						\$7,840.00
	Principal	8	hrs	\$155.00	\$1,240.00	
	Lead Design	12	hrs	\$125.00	\$1,500.00	
	Design Associate	60	hrs	\$85.00	\$5,100.00	
				Grindline Design Subtotal		\$17,340.00
TASK 3: Construction						
Construction allowance		5650	sq ft	\$50.00	\$	282,500.00
				Total not to exceed budget		\$299,840.00

TPD Funds						
Fiscal Year	2017 Prior	2018	2019	2020	2021	2022
	Actual			Estimate		
Receipts to date	900,000	888,124	681,905	247,964		
Receipts estimate				455,161	724,219	745,945

Total		
Actual	Estimate	
2,717,993		
	1,925,325	
245,861		
	310,457	
110,039		
	64,500	
-		
2,239,602		
16,169		
42,317		
3,250		
	650,000	
1,265		
	300,000	
	250,000	
-		
-		
-		
-		

TPD Expenditures						
	Actual			Estimate		
Fiscal Year	2018	2019	2020	2021	2022	
Staff - to date	111,673	110,114	24,073			
Staff - estimate			87,437	111,510	111,510	
Maintenance	29,624	80,297	119			
Maintenance/Other - estimate			21,500	21,500	21,500	
Theatre	41,058	1,801,814	396,730			
Dog Park			16,169			
Jess Lucas Track			42,317			
Printmaker Studio - to date		3,250				
Printmaker Studio - estimate			325,000	325,000		
Skate Park - to date		1,265				
Skate Park - estimate			300,000			
Splash Pad				250,000		

Receipts > Expenditures	59,490	350,369
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Receipts	900,000	888,124	681,905	703,125	724,219	745,945
Expenditures		182,355	1,996,740	1,213,345	708,010	133,010

Cashflow Status /Projection	900,000	1,605,769	290,934	(219,286)	(203,077)	409,858
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409,858

LEASE

THIS LEASE, made this 20th day of September 2013, by and between THE CITY OF HAPEVILLE, first party, (hereinafter called "Landlord"); and PHOENIX THEATRE ACADEMY, INC., d/b/a "ACADEMY THEATRE" second party, (hereinafter called "Tenant").

WITNESSETH

WHEREAS, the parties hereto desire to begin a long and productive relationship; and

WHEREAS, the City of Hapeville desires to provide to City residents, businesses, tourists, and those persons living and working in the downtown area of the City a high quality venue for cultural and leisure events; and

WHEREAS, the City of Hapeville desires to have a reasonable return on their investment in cultural and leisure events over the long term; and

WHEREAS, the City of Hapeville has concluded after sufficient review that Tenant herein can provide high quality cultural and leisure events within the downtown area of the City and manage the premises at issue herein in exchange for the promises and other consideration contained herein; and

WHEREAS, the parties hereto recognize that any extension of this agreement beyond the term contained herein may require the Tenant to pay for utilities and other out of pocket costs relating to the premises, and eventually pay the City of Hapeville a financial return on its investment herein.

NOW, THEREFORE, THE PARTIES HERETO DO COVENANT AND AGREE AS FOLLOWS:

Premises:

1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called premises), to wit:

- a. Building and lot located at 599 N. Central Avenue, Hapeville, GA 30354 and popularly known as the Clamshell (hereinafter called "Building A").
- b. Building and lot located at 597 N. Central Avenue, Hapeville, GA 30354, and popularly known as the former Ace Hardware Store (hereinafter called "Building B").

The leased portion includes the Building and land upon which the building is located, as further described in Exhibit A attached hereto.

No easement for light or air is included in the premises.

Term

2. (a) The original term of this Lease shall be six (6) years for both Building A and Building B, commencing upon completion of renovations and the issuance of a certificate of occupancy for Building B. Said lease shall terminate six (6) years after the issuance of a certificate of occupancy for Building B, unless either party terminates the agreement in writing prior to 90 days of end of lease term.

(b) Tenant shall have exclusive use of Building A during the time that Building B is under renovation. All other terms of this lease shall apply to Tenant's use of Building A with a term beginning on September 30, 2013 and continuing through the completion of the renovation of Building B, upon which time the six (6) year lease of the entire facility (both Building A and Building B) shall commence.

Rental

3. The tenant shall pay to the landlord the base rent as follows:
 - (a) During the construction period for Building B, tenant shall pay to the landlord the sum of \$10.00 per year for the use of Building A alone.
 - (b) For the use of both Building A and Building B, tenant shall pay to the landlord rent based on the following terms:

Year 1 – \$10.00/year
Year 2 – \$10.00/year
Year 3 - \$10.00/year
Year 4 - \$400.00/ month
Year 5 - \$375.00/ month
Year 6 - \$350.00/month

Utility Bills

4. (a) Upon the completion of Building B, Landlord shall pay taxes, water, sewer, gas, electricity, fuel, light, heating, and power bills for leased premises, or utilities used by Tenant in both Building A and Building B for the first three years of this agreement. During the term of this lease, the Landlord shall maintain all utilities in Landlord's name and Tenant will pay Landlord directly when utilities become due under these lease terms.

In year four (4), tenant shall be responsible for water, sewer, gas, electricity, fuel, light, heating, and power bills for leased premises, or utilities used by Tenant up to \$250.00 per month, with Landlord responsible for expenses above that amount.

In year five (5), tenant shall be responsible for water, sewer, gas, electricity, fuel, light, heating, and power bills for leased premises, or utilities used by Tenant up to \$500.00 per month, with Landlord responsible for expenses above that amount.

In year six (6), tenant shall be responsible for water, sewer, gas, electricity, fuel, light, heating, and power bills for leased premises, or utilities used by Tenant up to \$750.00 per month, with Landlord responsible for expenses above that amount.

(b) Landlord shall pay taxes, water, sewer, gas, electricity, fuel, light, heating, and power bills for leased premises, or utilities used by Tenant in Building A during the construction period for Building B.

Maintenance

5. Landlord shall be responsible for maintenance of the major systems of the buildings; provided, however, Tenant shall be responsible for the major systems whenever damage thereto resulted from Tenant's misuse, waste, and/or neglect. Major systems are HVAC, plumbing, and electrical systems. Tenant shall promptly notify Landlord of any needed repairs observed, and agrees to allow agents for Landlord (or its designee) onto the premises at any time so as to complete any maintenance or repairs. All other maintenance (including but not limited to keeping the buildings clean) shall be the responsibility of Tenant at its expense.

Building Renovation

6. Landlord and Tenant agree to ongoing discussions about the renovations of the buildings to create a fully-functioning theatre for use by the Tenant.

Use of Premises

7. Premises shall be used for theatre and arts and related office and/or educational purposes, gift, and food/drink, and no other. Tenant's food sales shall be limited to concessions consisting of food and drink including beer and wine. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises. Notwithstanding the above, no tenant that uses and/or stores any type of Hazardous Waste shall be allowed to occupy the premises. In the event Tenant ceases to operate or sublease the premises in accordance with this Lease, this Lease shall automatically terminate and the premises and possession shall revert to the Landlord.

*Abandonment of
Premises*

8. Tenant agrees not to abandon or vacate leased premises during the term of this Lease, and agrees to use said premises for the purposes above herein leased until the expiration hereof.

*Destruction of,
Damage to Premises*

9. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for and prorated as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed or rendered unusable, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

Indemnity

10. Tenant shall indemnify, defend, and hold harmless Landlord (including its Mayor and Council; boards, commissions, divisions, and departments and all members thereof; officers, employees, representatives, and agents; and each of their heirs, successors, and assigns) and the Hapeville Association of Tourism and Trade ("HATT") and its members from and against any and all claims, demands, and actions arising out of Tenant's use of the premises, including any attorneys' fees and costs associated with such claim, demand, or action.

However, nothing herein shall cause Tenant to be liable to Landlord or any other party for environmental contamination of the property prior to Tenant's possession of premises.

Insurance

11. Tenant, at its expense, shall obtain and maintain insurance policies for the premises with the following coverages and provisions:

- (1) A policy of commercial general liability (CGL) with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, One Million and 00/100 Dollars (\$1,000,000.00) for personal and advertising injury, and One Million and 00/100 Dollars (\$1,000,000.00) for damage to premises rented to you, by an insurance company licensed and admitted in the State of Georgia; and
- (2) A policy providing workers compensation liability meeting all statutory requirements of the State of Georgia and with a waiver of subrogation in favor of the Landlord; and

Landlord and HATT shall be named as additional insureds under the CGL policy, and all policies must provide Landlord with forty-five days advance notice of any amendment or cancellation. Tenant shall also insure any and all tenant improvements and betterments to the premises, its personal property and content on the premises, and the personal property of others.

*Governmental
Orders*

12. Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority, including the City of Hapeville and Fulton County, Georgia as necessary.

Condemnation

13. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date.

*Assignment and
Subletting*

14. Tenant shall not be permitted to assign this Lease to any third party. Tenant shall not sublease the premises without Landlord's consent unless said sublease is for fourteen (14) days or less and is clearly arts related. Landlord's consent for a sublease shall not be unreasonably withheld, conditioned, or delayed provided the sublease is clearly arts and/or entertainment related and the subtenant's financial condition and business-reputation equal or exceed that of Tenant. No sublease by Tenant shall relieve Tenant of any liability hereunder.

*Alterations, Changes,
Removal of
Fixtures*

15. Tenant shall make no alterations to the premises without the prior written consent of Landlord unless the alterations are within the interior of the buildings, temporary in nature, and directly related to set and production values of Tenant programming. If permitted under the terms of this Lease, Tenant must meet all applicable code and zoning requirements for any alteration.

All alterations, changes, and improvements built, constructed, or placed on the premises by the Landlord or purchased with the Landlord's funds shall, unless otherwise provided by written agreement between Parties, be the property of the Landlord and shall remain on the premises at the expiration of the lease. Property that the Tenant brings to the buildings or purchases for the buildings, shall remain the Tenant's property at the expiration of this Lease agreement. Tenant or subtenant (if permitted under the Lease) may, if not in default hereunder, prior to the expiration of this Lease, or any extension thereof, remove all fixtures, personal property and equipment which it has placed in premises, provided Tenant repairs any damage to premises caused by such removal which shall reduce the value of the premises for intended uses subsequent to the lease term.

*Cancellation of
Lease by Landlord*

16. It is mutually agreed that in the event the Tenant shall default in the payment of rent when due, and fails to cure said default within fifteen (15) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent

receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at its option may at once terminate this Lease by written notice to Tenant; whereupon this Lease shall end. Landlord shall have, in addition to the remedy provided above, the right to any other right or remedy available to it under Georgia law, either in law or equity, on account of any Tenant default. Landlord shall also have the right to recover its attorneys' fees and costs associated with any such default by Tenant. The above financial problems of any subtenant shall not impair the rights of the Tenant or constitute a nonmonetary default. Any notice provided in this paragraph may be given by the Landlord, or its attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

*Reletting by
Landlord*

17. Landlord, without terminating this Lease, upon Tenant's breaching this Lease, and failing to cure said breach within the time periods described in Section 16 above may enter upon and rent the premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, for up to four (4) months but not beyond.

Exterior Signs

18. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the prior written consent of the Landlord; however, Landlord consent shall not be required for signs promoting upcoming events of Tenant provided such signs are in compliance with all rules, regulations, and ordinances governing such signs. Any and all signs placed within the leased premises by Tenant or subtenants shall be maintained in compliance with all rules, regulations, and ordinances governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal which shall reduce the value of the premises for intended uses subsequent to the lease term.

*Entry for
Carding, etc.*

19. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before the termination of this Lease provided the parties are not actively pursuing a renewal or extension. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

*Effect of
Termination
Lease*

20. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

*Mortgagee's
Rights*

21. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord. Such secured party shall agree that Tenant's use and occupancy of the premises hereunder shall not be disturbed by any foreclosure.

*No Estate
in Land*

22. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

*Holding
Over*

23. If Tenant remains in possession of premises after expiration of the term hereof; with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a monthly tenant at will at rental rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law.

*Attorney's Fees
and Homestead*

24. If any rent owing under this Lease is collected by or through an attorney-at-law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions, which it may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

*Service of
Notice*

25. Any notice to and service of process on Tenant shall be delivered to its office at 600 King Arnold Street, Hapeville, GA 30354. Any notice to and service of process on Landlord shall be delivered to its Mayor at City of Hapeville City Hall, 3468 N. Fulton Avenue, Hapeville, Georgia 30354

*Waiver of
Rights*

26. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof

Time of Essence

27. Time is of the essence of this agreement.

Definitions

28. "Landlord" as used in this Lease shall include first party, its heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, its heirs and representatives, and if this Lease shall be validly sublet shall include also Tenant's sub-lessees as to premises covered by such sublease. "Agent" shall include third party, his successors, assigns, heirs, and representatives. "Landlord", "Tenant", and "Agent", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

*Building Condition
at Lease*

Commencement

29. At the time of commencement of this lease, Landlord agrees to provide Tenant the building with functioning HVAC, the roof in good condition and electrical and plumbing systems that meet the minimum code requirements of the City of Hapeville, Georgia.

*Special
Stipulations*

Special Stipulations

1. Tenant shall pay HATT fifty cents (\$0.50) for every ticket sold for an Academy Theatre and/or resident company production.
2. Tenant enters into this Lease with the understanding that Landlord will lease, under separate agreement, the first floor of 600 King Arnold Street, Hapeville, Georgia for use as office space for a one-year period.
3. Landlord shall provide to Tenant a designated space within the Landlord's monthly newsletter which is included within the utility bills sent to customers of the Landlord's water/sewer system. Tenant will provide camera-ready artwork for the newsletter.
4. Landlord shall provide a visible link on the homepage of Landlord's website directing traffic to tenant's webpage with a listing of Hapeville performances.
5. Tenant shall provide a discount to Hapeville residents for all classes/school-type programs.

6. Landlord stipulates that the intended use of the building being leased (theatre and arts and related office and/or educational purposes, and other uses found in paragraph 7 above entitled "Use of Premises") meets the applicable code requirements of the City of Hapeville.
7. Tenant to provide monthly record of number of people attending each event, including number of Hapeville residents, captured from zip codes from ticket sales whenever possible.
8. Tenant shall provide quarterly reports of estimated economic benefits derived from Hapeville events.
9. Tenant shall provide their annual 990 tax return to Landlord for financial review.
10. Tenant agrees to name the City of Hapeville, Georgia and HATT as official sponsors of all programs and events held on the premises, and to incorporate the City of Hapeville and HATT logos into any advertisements, internet web sites, posters, handbills, and displays for all such events and programs.
11. Tenant is responsible for obtaining and maintaining a valid business license (occupational tax certificate) with the City of Hapeville during its operations on the premises.
12. Landlord will be responsible for insurance only on the contents of the premises which are owned by Landlord and/or the City of Hapeville.
13. Tenant may apply for a beer/wine license with the City of Hapeville, but must do so at its own expense.
14. Tenant agrees to maintain compliance with all local, state, and federal laws in its operations on the premises.
15. Attached hereto as Exhibit "B" is a General Agreement for Cultural and Leisure Services ("General Agreement") between the Parties in which Tenant agrees to provide certain programs and services to the public at the premises. The Parties specifically adopt and incorporate said General Agreement herein and make said General Agreement a part of this Lease as if fully set forth herein. The Parties make this Lease contingent upon the performance by Tenant of its duties under the attached General Agreement. Should Tenant fail to perform its obligations under the attached General Agreement, Tenant shall be considered to be in breach of this Lease, and Landlord will then have

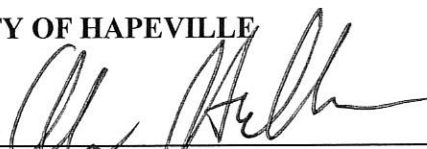
all the remedies for breach provided for herein, including cancellation of this Lease as described in paragraph 16 herein.

16. Landlord represents and warrants it has the full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall have the right and authority to peaceably and quietly have, hold and enjoy the premises for the term hereof, subject to the terms and provisions of this Lease.
17. Tenant's point of contact with the Landlord shall be the City Manager or such other individual(s) as may be designated by the City Manager.

This Lease (including all Exhibits hereto) contains the entire agreement of the Parties and revokes any prior agreement or understanding between the Parties, with the exception of the separate Commercial Lease Agreement between the Parties for 600 King Arnold Street, Hapeville, GA 30354. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein, shall be of any force or effect. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other Party unless reduced to writing and signed by all Parties hereto.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

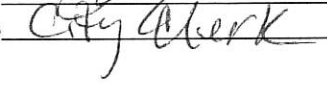
CITY OF HAPEVILLE

BY: 

Alan Hallman, Mayor

LANDLORD

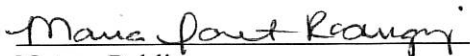
ATTEST: 

Its 

Signed, sealed and delivered as to
Landlord in the presence of:



Unofficial Witness



Notary Public

My Commission expires: 3/11/2016

(NOTARIAL SEAL)



THE ACADEMY THEATRE

BY: _____

Its: _____

ATTEST: _____

Its _____

Signed, sealed and delivered as to
Landlord in the presence of:

Robert W. Seale

Unofficial Witness

Maria Janet Rodriguez

Notary Public

My Commission expires: 3/11/2016

(NOTARIAL SEAL)



EXHIBIT A

Building A



599 N. Central Avenue, Hapeville, Georgia 30354

Building B



597 N. Central Avenue, Hapeville, Georgia 30354

EXHIBIT B
GENERAL AGREEMENT FOR CULTURAL AND LEISURE SERVICES

This Agreement (hereinafter called "Agreement"), dated as of the _____ day of September, 2013 is entered into by and between the City of Hapeville, Georgia (hereinafter called the "LANDLORD") and Phoenix Theater Academy, Inc. d/b/a Academy Theater (hereinafter "Contractor"). On occasion both entities shall be referred to as "Party" or "Parties."

WITNESSETH:

WHEREAS, the LANDLORD desires to lease certain improved real property which is commonly referred to as the "clamshell" and the "old Ace Hardware", to the Contractor at a reduced rate in order to promote cultural and leisure opportunities within the downtown area of the City of Hapeville in exchange for the provision of such opportunities and services; and

WHEREAS, the Parties agree that the Contractor has sufficient skills, ability, experience, and expertise to provide the City's downtown area with the desired opportunities and services; and

WHEREAS, the Contractor desires to provide the City's downtown area with the desired cultural and leisure services in exchange for a reduced rental rate on the improved real property at issue; and

NOW, THEREFORE, the parties hereto, for, and in consideration of their mutual promises, covenants, and agreements herein contained, do hereby mutually covenant, agree, and consent as follows:

SECTION ONE. LEASE

The LANDLORD hereby agrees to rent the agreed-upon portions of its improved real property known as the "clamshell" and the "old Ace Hardware" for six (6) years under the terms and conditions contained in the Lease between the Parties beginning on a date certain agreed upon by the Parties.

SECTION TWO. SERVICES BY CONTRACTOR

- A. During the term of the lease, Contractor agrees to produce and provide main-stage theatrical work of the quality it has produced in the past, and to make such work available for public viewing by the residents, citizens, business owners and employees, and tourists arriving in, the City of Hapeville at the leased premises under terms similar to those which Contractor has utilized in its past performances.
- B. During the term of the lease, Contractor agrees to produce and provide a Theatre for Youth Artists-in-Schools program which may tour throughout the State of Georgia of a similar quality to the youth programs Contractor has produced in the past.

- C. During the term of the lease, Contractor agrees to produce and provide an Academy Senior Theatre Program which may tour throughout the State of Georgia of a similar quality to the programs Contractor has produced in the past.
- D. During the term of the lease, Contractor agrees to produce and provide classes for youth and adults covering subject matter that is similar to what the Contractor has produced in the past.
- E. During the term of the lease, Contractor agrees to produce and provide Improv Shows, Short Plays, New Play Readings, Children's Shows, Musical Concerts, Radio Theatre Productions, and Open Mic nights of a similar quality to the programs Contractor has produced in the past.
- F. During the term of the lease, Contractor agrees to foster and develop relationships with the Hapeville arts community and with other local performing arts organizations. As necessary, Contractor will attempt to locate visual artists willing to teach art lessons to children and adults on the premises.
- G. During the term of the lease, Contractor will, as necessary or desirable, utilize its relationships with other performing arts companies to provide additional opportunities and services to the residents, citizens, business owners and employees, and tourists of the City of Hapeville. Some of the companies which may be utilized include: Atlanta Radio Theatre Company for production of radio theatre, City Gate Dance Theatre Company for teaching ballet and modern dance classes for youth and adults, Collective 51 for all female production of improv performances, Flying Cat Productions for the production of play festivals, Laughing Matters for the production of improv, murder mystery, and corporate training, Tiger Peach Improv for the production of improv performances, Thimblereg Circuit for the production of circus arts performances, and Working Title Playwrights for conducting readings, workshops, and staged readings of new plays.
- H. LANDLORD shall designate a primary contact for any communications or correspondence relating to this Agreement.

SECTION THREE. WARRANTIES AND REPRESENTATIONS

- A. The Contractor warrants and represents that to the best of its knowledge, no member, employee, officer, agent or official of the LANDLORD, nor any member of their immediate family, has any interest direct or indirect, in this Agreement or any proceeds or benefits arising there from.
- B. The Contractor warrants and represents that it is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or excluded from participation in this Agreement by any state or federal department or agency or the City and the Contractor shall not in the performance of this Agreement, knowingly enter into any contract with a person or entity who is debarred, suspended, proposed for debarment or suspension, or otherwise ineligible.

SECTION FOUR. MISCELLANEOUS

- A. Nothing herein nor any actions of the parties shall be construed to create any agency relationship or joint venture between the LANDLORD and the Contractor. The LANDLORD is not an agent or representative of the Contractor and the Contractor is not an agent or representative of the City and neither may bind the other. The Contractor shall be solely responsible for procuring and providing all materials, and facilities (except as otherwise provided herein) necessary or incidental to the performance of the work described herein.
- B. The Contractor is an independent contractor and its employees are not employees of the LANDLORD. The Contractor is solely responsible for the conduct and control of the work to be completed as part of this Agreement. The Contractor is solely responsible for reporting and paying any required local, state and federal taxes relating to its payment hereunder.
- C. The parties expressly agree that the laws of the State of Georgia shall control in all instances involving the interpretation, construction and validity of this Agreement. In the event any portion part or portion of this Agreement is, for any reason, set aside or deemed unlawful, those lawful parts or portions shall survive and continue in full force and effect.
- D. Time is of the essence in the performance of this Agreement.
- E. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation.
- F. Neither failure nor delay on the part of the LANDLORD to exercise any right, power or privilege under this Agreement shall be deemed to operate as continuing waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of additional rights, powers, or privileges. No waiver of any breach of any term, condition or covenant shall be construed as a continuing waiver of any subsequent breach hereunder.
- G. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract are deemed to be the sole responsibility of the Contractor for the purposes of all Worker's Compensation and insurance claims.
- H. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the LANDLORD.
- I. Contractor agrees to indemnify, save and hold harmless, and defend the LANDLORD (including its Mayor and Council; boards, commissions, divisions, and departments and all members thereof; officers, employees, representatives, and agents; and each of their heirs, successors, and assigns) and the Hapeville Association of Tourism and Trade ("HATT") and its members, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which

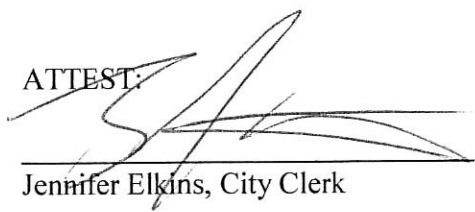
arise out of Contractor's operation and provisions of services, including but not limited to, reasonable attorney's fees and costs.

- J. The Parties acknowledge that they have mutually participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party herein or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; that the Parties at all times have had access to attorneys even if they voluntarily chose not to use the same in the negotiation of the terms of and the preparation and execution of this Agreement, and the Parties have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to its execution and delivery thereof; that no representations or warranties have been made on behalf of either party or relied on by either party pertaining to the subject matter of this Agreement, other than those that are set forth herein, and all prior statements, representations and warranties, if any, are totally superseded and merged into this Agreement. The Parties agree that the terms of this Agreement were negotiated at arms length, and that this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any party upon any other party; and that the execution and delivery of this Agreement is the free and voluntary act of each party executing it.
- K. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the compliance with the terms and provisions hereof, will not conflict with nor result in a breach of, nor be a default under any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the LANDLORD is a party or by which it is bound or to which it is subject.

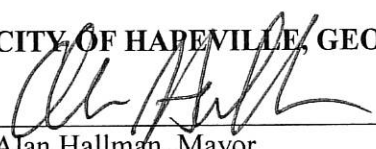
IN WITNESS WHEREOF, the Parties have hereunder duly executed this Agreement on this day and year first written above.

(SEAL)

ATTEST:


Jennifer Elkins, City Clerk

CITY OF HADENVILLE, GEORGIA


Alan Hallman, Mayor

APPROVED AS TO FORM:


Paul Koster, City Attorney

(SEAL)

ATTEST:

Robert W. Dache
Its Artistic Director

6898.46075/815112v1

THE ACADEMY THEATRE
By: [Signature]
Its [Signature]