

City of Hampton  
Workshop / Council Meeting  
August 9, 2016 @ 6:00 p.m.  
Hampton City Hall

**Workshop Meeting:**

Interim City Manager/City Clerk, Pat Watson will discuss items with Mayor, Council and Residents.

**Adjourn:**

**Regular Meeting:**

**Invocation**

**Pledge to Flag**

**Presentation**

**Approval of Minutes:**

Workshop/Council Meeting minutes July 12, 2016  
Special Called Council Meeting July 15, 2016  
Special Called Council Meeting July 25, 2016

**Invited Guest:**

Brian Keefer, Principal of Hampton Elementary Charter School to introduce himself and other school principals in the Cluster Group.

**Public comment:**

**Old Business:**

Second reading of Ordinance No. 422, an Ordinance to annex approximately 17.64 +/- acres of property owned by Southern States, LLC, into the City of Hampton, Georgia ("City") pursuant to the Chapter 36 of Title 36 of the appropriate entries upon or additions to the official map of the City and all other record; to repeal conflicting ordinances; to provide an effective date of annexation.

**New Business:**

Consideration of allowing The United States Flag belonging to and in memory of Charley Frank Carter to be flown over Hampton City Hall.

Consideration authoring Stifel Merchant Capital Division to pursue the refinancing of the City of Hamptons' GEFA loan.

Council to authorize the Mayor to sign a letter to Dr. Crass, Division Director, Georgia Department of Natural Resources, forfeiting the grant awarded to the City of Hampton for the Historic Resources Survey.

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Council to approve/disapprove the request by Sangitaben V. Patel; application for license to sell packaged Malt Beverage and Wine at Maha Meladi, LLC located at 78 Oak Street, Hampton, Georgia.

First reading of Ordinance No. 424, an Ordinance to amend Chapter 42 of the City of Hampton Code of Ordinances Entitled Environment; to amend article II entitled "The City of Hampton Soil Erosion, Sedimentation and pollution control Ordinance", to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

First reading of Ordinance No. 425, an Ordinance to amend Chapter 82 of Code of Ordinances of the City of Hampton, Georgia, which provides for traffic and vehicles; to amend Section 82-2 "Speed Limits" to provide for codification; to provide for severability; to repeal conflicting ordinances.

Resolution No. 16-18, a resolution authorizing the Mayor of the City of Hampton to sign the annual update to its Short Term Work Program and Capital Improvement Element. Whereas the City of Hampton hereby authorize the Henry County Planning and Zoning Department to transmit the annual update of the five-year period 2016-2020, and this resolution to the Atlanta Regional Commission and Georgia Department of Community Affairs as required by the Georgia Planning Act.

Resolution No. 16-19, a resolution authorizing the Mayor of the City of Hampton to execute a contract with Cardinal Waste Solutions, LLC.

### **Committee Reports**

Public Buildings & Property Committee – Chairman Marty Meeks & Co-Chairman Chris Moore

Community Service & Recreation Committee – Chairman Mary Ann Mitcham & Co-Chairman Ann Tarpley

### **Executive Session**

### **Adjourn meeting**

# STIFEL

July 15, 2016

Mayor Steve Hutchison  
City of Hampton (Georgia)  
17 E. Main Street South  
Hampton, Georgia 30228

Re: Underwriter/Placement Agent Engagement Relating to Potential Municipal Securities Transaction for Revenue Bonds, Series 2016

Dear Mayor Hutchison:

The City of Hampton, Georgia (“Issuer”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this engagement to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to refinancing the Issuer’s GEFA Loan#CW04004 via Revenue Bonds, Series 2016 (the “Issue”) and to formalize Stifel’s role as underwriter or placement agent with respect to the Issue.

### *Engagement as Underwriter/Placement Agent*

Issuer is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Issuer hereby designates Stifel as an underwriter or placement agent for the Issue. Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue.

### *Limitation of Engagement*

It is Issuer’s intent that Stifel serve as an underwriter or placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the [governing body] of Issuer, finalizing the structure of the Issue and executing a bond purchase agreement or placement agent agreement, as applicable. While Issuer presently engages Stifel as the underwriter or placement agent for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by Stifel.

### *Role Disclosure*

The Issuer hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter or placement agent:

- (1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires underwriters and placement agents to deal fairly at all times with both municipal issuers and investors;
- (2) the underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with Issuer and it has financial and other interests that differ from those of Issuer;

- (3) the placement agent's primary role is to place securities directly with an investor or investors on behalf of the issuer without first purchasing the securities;
- (4) unlike a municipal advisor, the underwriter/placement agent does not have a fiduciary duty to Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of Issuer without regard to its own financial or other interests;
- (5) the underwriter has a duty to purchase securities from Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (6) the underwriter will review the official statement for Issuer's securities, and, as underwriter or placement agent, complete requisite due diligence, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

***Disclosures Concerning the Underwriter's Compensation and Placement Agent Fee***

The underwriter will be compensated by an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the Issue. The placement agent will be compensated by a fee agreed upon with the issuer in connection with the private placement of the Issue. Payment or receipt of the underwriting discount or placement agent fee will be contingent on the closing of the transaction and the amount of the discount or fee may be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

***Conflicts of Interest Disclosures***

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

***Disclosures Relating to Complex Municipal Securities Financing***

Since Stifel has not recommended a "complex municipal securities financing" to Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

However, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated

By: Andrew E. Tritt

Name: Andrew E. Tritt

Title: Director

Issuer acknowledges the foregoing.

Accepted and Executed

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CITY OF HAMPTON

17 EAST MAIN STREET \* P.O. BOX 400 \* HAMPTON, GA 30228 \* 770.946.4306

**Steve Hutchison**  
*Mayor*

**Henry Byrd**  
**Charlie Hearn**  
**Martin Meeks**  
**Mary Ann Mitcham**  
**Chris Moore**  
**Ann Tarpley**  
*City Council*

**Pat Watson**  
*City Clerk*

**Tiffany Wilson**  
*Deputy Clerk*

**Dr. David Colin Crass**  
**Division Director**  
**Georgia Department of Natural Resources**  
**Historic Preservation Division**  
**2610 GA Hwy 155 SW**  
**Stockbridge, GA 30281**

The City of Hampton wishes to say thank you for the opportunity to utilize the Historic Preservation Fund Grant. At this time, we have elected not to sign the grant contract and is forfeiting the grant award.

Sincerely,

Steve Hutchison, Mayor

**CITY OF HAMPTON**  
**APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES**

1. License Year 2016 Renewal: Yes \_\_\_\_\_ No X
2. Mark type of alcohol license sought. A separate license (and therefore separate application) may be required for each category pursuant to City Code of Ordinances Section 6-25. The City Clerk will confirm the availability of each license and therefore your selection of any category does not guarantee issuance of same.
- a. Malt beverage package sales
  - b. Wine package sales
  - c. Distilled spirits package sales \_\_\_\_\_
  - d. Malt beverage sales by the drink \_\_\_\_\_
  - e. Wine sales by the drink \_\_\_\_\_
  - f. Distilled spirits sales by the drink \_\_\_\_\_

3. Georgia State Taxpayer Identifier 20242653387 81-1557229 Fed #

4. Enter the name, name of registered agent and address under which your Business is registered with the Georgia Secretary of State. If the Business is not registered, then enter the name under which the Business owns property or acquires debt. Corporations, limited liability companies and other similar business entities (other than a sole proprietorship) shall apply for a license in the name of the business entity in care of a managing agent, who must be designated by resolution of the corporate entity as manager of the day to day operations of the premises. If the Business is a partnership, the legal name is the partnership name. In the case of a sole proprietorship, the legal name is the name of the individual owner of the Business.

Name of Business MAHA MELADI LLC

Managing Agent VIJAYKUMAR PATEL & SANGITABEN

Business Address 78 OAK ST  
HAMPTON - GA-30228

Phone Number 678-372-1456 Fax \_\_\_\_\_

Alternative Phone Number \_\_\_\_\_

Email VP30253 @ Yahoo. Com Website \_\_\_\_\_

Registered Agent SANGITABEN V. PATEL

Registered Agent Address 78 OAK ST, HAMPTON OR  
425 TREES OF AVAION PKWY - McDONOUGH - GA 30253

initial: scngi

ORDINANCE NO. 424

AN ORDINANCE TO AMEND CHAPTER 42 OF THE CITY OF HAMPTON CODE OF ORDINANCES ENTITLED ENVIRONMENT; TO AMEND ARTICLE II ENTITLED "THE CITY OF HAMPTON SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL ORDINANCE"; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF HAMPTON HEREBY ORDAINS:

**SECTION 1. Code Section Amended.** Chapter 42 of the Code of Ordinances of the City of Hampton, Georgia, is hereby amended by deleting Article II entitled "The City of Hampton Soil Erosion, Sedimentation and Pollution Control Ordinance" and sections thereunder in their entirety and substituting in lieu thereof a new Article II to read as follows:

**Section 42-31 – Title.**

This ordinance will be known as "The City of Hampton Soil Erosion, Sedimentation and Pollution Control Ordinance."

**Section 42-32 – Definitions.**

The following definitions shall apply in the interpretation and enforcement of this ordinance, unless otherwise specifically stated:

**1. Best Management Practices (BMPs):**

These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

2. **Board:** The Board of Natural Resources.
3. **Buffer:** The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.
4. **Certified Personnel:** A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.
5. **Commission:** The Georgia Soil and Water Conservation Commission (GSWCC).
6. **CPESC:** Certified Professional in Erosion and Sediment Control with current certification by Certified Profession in Erosion and Sediment Control Inc., a corporation registered in North Carolina, which is also referred to as CPESC or CPESC, Inc.
7. **Cut:** A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.
8. **Department:** The Georgia Department of Natural Resources (DNR).
9. **Design Professional:** A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry,

- geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by Certified Professional in Erosion and Sediment Control Inc.
10. **Director:** The Director of the Environmental Protection Division or an authorized representative.
  11. **District:** The Henry County Soil and Water Conservation District.
  12. **Division:** The Environmental Protection Division (EPD) of the Department of Natural Resources.
  13. **Drainage Structure:** A device composed of a virtually non-erodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.
  14. **Erosion:** The process by which land surface is worn away by the action of wind, water, ice or gravity.
  15. **Erosion, Sedimentation and Pollution Control Plan:** A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as a minimum, protections at least as stringent as the State General Permit, best management practices, and requirements in Section 42-34(C) of this ordinance.
  16. **Fill:** A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.
  17. **Final Stabilization:** All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.
  18. **Finished Grade:** The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.
  19. **Grading:** Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.
  20. **Ground Elevation:** The original elevation of the ground surface prior to cutting or filling.
  21. **Land-Disturbing Activity:** Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section 42-33(5).
  22. **Larger Common Plan of Development or Sale:** A contiguous area where multiple separate and

distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.

23. **Local Issuing Authority:** The governing authority of any county or municipality which is certified pursuant to subsection (a) of O.C.G.A. § 12-7-8.
24. **Metropolitan River Protection Act (MRPA):** A state law referenced as O.C.G.A. § 12-5-440 *et seq.* which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.
25. **Natural Ground Surface:** The ground surface in its original state before any grading, excavation or filling.
26. **Nephelometric Turbidity Units (NTU):** Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.
27. **NOI:** A Notice of Intent form provided by EPD for coverage under the State General Permit.
28. **NOT:** A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.
29. **Operator:** The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.
30. **Outfall:** The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.
31. **Permit:** The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.
32. **Person:** Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.
33. **Phase or Phased:** Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.
34. **Project:** The entire proposed development project regardless of the

- size of the area of land to be disturbed.
35. **Properly Designed:** Designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.
  36. **Roadway Drainage Structure:** A device such as a bridge, culvert, or ditch, composed of a virtually non-erodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.
  37. **Sediment:** Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.
  38. **Sedimentation:** The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
  39. **Soil and Water Conservation District Approved Plan:** An erosion, sedimentation and pollution control plan approved in writing by the Henry County Soil and Water Conservation District.
  40. **Stabilization:** The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.
  41. **State General Permit:** The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, *et seq.*, and subsection (f) of O.C.G.A. § 12-5-30.
  42. **State Waters:** Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
  43. **Structural Erosion, Sedimentation and Pollution Control Practices:** Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the

publication *Manual for Erosion and Sediment Control in Georgia*.

44. **Trout Streams:** All streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20, in the rules and regulations for Water Quality Control, Chapter 391-3-6 at www.gaepd.org. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

45. **Vegetative Erosion and Sedimentation Control Measures:** Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:
- a. Permanent seeding, sprigging or planting, producing long-term vegetative cover, or
  - b. Temporary seeding, producing short-term vegetative cover; or
  - c. Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

46. **Watercourse:** Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows

either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

47. **Wetlands:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

#### Section 42-33 – Exemptions.

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

1. Surface mining, as the same is defined in O.C.G.A. § 12-4-72, "The Georgia Surface Mining Act of 1968".
2. Granite quarrying and land clearing for such quarrying;
3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
4. The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. § 12-7-6 and this paragraph. For single-family

residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. § 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the Local Issuing Authority;

5. Agricultural operations as defined in O.C.G.A. § 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl,

or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;

6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in paragraphs (15) and (16) of Section 42-34(C). of this ordinance, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;
7. Any project carried out under the technical supervision of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture;
8. Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one (1) acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded

channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the Local Issuing Authority from regulating any such project which is not specifically exempted by paragraphs 1, 2, 3, 4, 5, 6, 7, 9 or 10 of this section;

9. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or the State Road and Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. § 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the Local Issuing Authority, the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;

10. Any land-disturbing activities conducted by any electric

membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and

11. Any public water system reservoir.

#### **Section 42-34 - Minimum Requirements For Erosion, Sedimentation And Pollution Control Using Best Management Practices.**

##### **A. GENERAL PROVISIONS**

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements

of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of Section 42-34 (B) & (C) of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

#### B. MINIMUM REQUIREMENTS/ BMPs

1. Best management practices as set forth in Section 42-34 (B) & (C) of this ordinance shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in

accordance with the hydraulic design specifications contained in the *Manual for Erosion and Sediment Control in Georgia* specified in O.C.G.A. § 12-7-6 subsection (b).

2. A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five (5) acres.
3. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a Local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia

- Water Quality Control Act", for each day on which such failure occurs.
4. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
  5. The LIA may set more stringent buffer requirements than stated in Section 42-34(C)(15) and (16), in light of O.C.G.A. § 12-7-6 (c).
- C. The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. § 12-7-1 *et seq.* for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:
1. Stripping of vegetation, re-grading and other development activities shall be conducted in a manner so as to minimize erosion;
  2. Cut-fill operations must be kept to a minimum;
  3. Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
  4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
  5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
  6. Disturbed soil shall be stabilized as quickly as practicable;
  7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
  8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
  9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. § 12-7-1 *et seq.*;
  10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
  11. Cuts and fills may not endanger adjoining property;
  12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
  13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
  14. Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in

Section 42-34(B)(2) of this ordinance;

15. Except as provided in paragraph (16) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. § 12-2-8, where a drainage structure or a roadway drainage structure must be constructed; provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or along any ephemeral stream. As used in this provision, the term 'ephemeral stream' means a stream that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow. Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:

a. No land-disturbing activities shall be conducted within a

buffer, and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines.

16. There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality

and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines.

D. Nothing contained in O.C.G.A. § 12-7-1 *et seq.* shall prevent any Local Issuing Authority from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in Section 42-34(B) & (C) of this ordinance.

E. The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the

standards provided for in this ordinance or the terms of the permit.

**Section 42-35 - Application/Permit Process.**

**A. GENERAL**

The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The Local Issuing Authority shall review the tract to be developed and the area surrounding it. They shall consult the zoning ordinance, stormwater management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance, and any other ordinances, rules, regulations or permits, which regulate the development of land within the jurisdictional boundaries of the Local Issuing Authority. However, the owner and/or operator are the only parties who may obtain a permit.

**B. APPLICATION REQUIREMENTS**

1. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of the City of Hampton without first obtaining a permit from City of Hampton Community Development Department and Building Department, or other appropriate City official, to perform such activity and providing a copy of Notice of Intent submitted to EPD if applicable.
2. The application for a permit shall be submitted to the City of Hampton Community Development Department and Building Department, or other appropriate City official, and must include the applicant's erosion, sedimentation

and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section 42-35(C) of this ordinance. Erosion, sedimentation and pollution control plans, together with supporting data, must demonstrate affirmatively that the land disturbing activity proposed will be carried out in such a manner that the provisions of Section 42-34(B) & (C) of this ordinance will be met. Applications for a permit will not be accepted unless accompanied by ten (10) copies of the applicant's erosion, sedimentation and pollution control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10.

3. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. § 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. § 12-7-8, half of such fees levied shall be submitted to the Division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. § 12-7-17 shall be submitted in full to the Division.

regardless of the existence of a Local Issuing Authority in the jurisdiction.

4. Immediately upon receipt of an application and plan for a permit, the Local Issuing Authority shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion, sedimentation and pollution control plan. The District shall approve or disapprove a plan within 35 days of receipt. Failure of the District to act within 35 days shall be considered an approval of the pending plan. The results of the District review shall be forwarded to the Local Issuing Authority. No permit will be issued unless the plan has been approved by the District, and any variances required by Section 42-34(C)(15) & (16) has been obtained, all fees have been paid, and bonding, if required as per Section 42-35(B)(6), have been obtained. Such review will not be required if the Local Issuing Authority and the District have entered into an agreement which allows the Local Issuing Authority to conduct such review and approval of the plan without referring the application and plan to the District. The Local Issuing Authority with plan review authority shall approve or disapprove a revised Plan submittal within 35 days of receipt. Failure of the Local Issuing Authority with plan review authority to act within 35 days shall be considered an approval of the revised Plan submittal.
5. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of

filing the application under consideration, the Local Issuing Authority may deny the permit application.

6. The Local Issuing Authority may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this section or with the conditions of the permit after issuance, the Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the Local Issuing Authority with respect to alleged permit violations.

#### C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the minimum requirements as contained in Section 42-34(B) & (C) of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The *Manual for Erosion and Sediment Control in Georgia* is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics.

topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. § 12-7-20.

2. Data Required for Site Plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

#### D. PERMITS

1. Permits shall be issued or denied as soon as practicable, but in any event not later than forty-five (45) days after receipt by the Local Issuing Authority of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
2. No permit shall be issued by the Local Issuing Authority unless the erosion, sedimentation and pollution

control plan has been approved by the District and the Local Issuing Authority has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section 42-34(C)(15) & (16) are obtained, bonding requirements, if necessary, as per Section 42-35(B)(6) are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the Local Issuing Authority are met. If the permit is denied, the reason for denial shall be furnished to the applicant.

3. Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the local issuing authority.
4. If the tract is to be developed in phases, then a separate permit shall be required for each phase.
5. The permit may be suspended, revoked, or modified by the Local Issuing Authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
6. The LIA may reject a permit application if the applicant has had

two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. § 12-7-7 (f) (1).

**Section 42-36 - Inspection and Enforcement.**

A. The City of Hampton Community Development Department and Building Department, or other appropriate City official, will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the Local Issuing Authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The

notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.

- B. The Local Issuing Authority must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.
- C. The City of Hampton Community Development Department and Building Department, or other appropriate City official, shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- D. No person shall refuse entry or access to any authorized representative or agent of the Local Issuing Authority, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials; nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.
- E. The District or the Commission or both shall semi-annually review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. § 12-7-8 (a). The District or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion, sedimentation and pollution

control program. The District or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.

- F. The Division may periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8(a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any, between the district and the governing authority. If such review indicates that the governing authority of any county or municipality certified pursuant to O.C.G.A. § 12-7-8 (a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. § 12-7-7 (e), the Division shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the county or municipality as a Local Issuing Authority.

#### **Section 42-37 - Penalties and Incentives.**

- A. **FAILURE TO OBTAIN A PERMIT FOR LAND-DISTURBING ACTIVITY**  
If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said

permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the Local Issuing Authority.

#### **B. STOP-WORK ORDERS**

1. For the first and second violations of the provisions of this ordinance, the Director or the Local Issuing Authority shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the Director or the Local Issuing Authority shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the Director or the Local Issuing Authority shall issue an immediate stop-work order in lieu of a warning.
2. For a third and each subsequent violation, the Director or the Local Issuing Authority shall issue an immediate stop-work order.
3. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
4. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the Local Issuing Authority or by the Director or his or her Designee, have been or are being

discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the Local Issuing Authority or by the Director or his or her Designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

C. **BOND FORFEITURE**

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section 42-35(B)(6). The Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

D. **MONETARY PENALTIES**

Any person who violates any provisions of this ordinance, or any permit condition or limitation established pursuant to this ordinance, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in any City Charter to the contrary, municipal courts shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this ordinance under county ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

**Section 42-38 - Education and Certification.**

A. Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the commission in consultation with the division and the

- stakeholder advisory board created pursuant to O.C.G.A. § 12-7-20.
- B. For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the Commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.
  - C. Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this ordinance.
  - D. If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. § 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. § 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

**Section 42-39 - Administrative Appeal; Judicial Review.**

- A. **ADMINISTRATIVE REMEDIES**  
The suspension, revocation, modification or grant with condition of a permit by the Local Issuing Authority upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the City Council within thirty (30) days after receipt by the Local Issuing Authority of written notice of appeal.
- B. **JUDICIAL REVIEW**  
Any person, aggrieved by a decision or order of the Local Issuing Authority, after exhausting his administrative remedies, shall have the right to appeal de novo to the Superior Court of Henry County, Georgia.

**Section 42-40 - Effective Date, Validity and Liability.**

- A. **EFFECTIVE DATE**  
This ordinance shall become effective ten (10) days after its adoption by the Mayor and City Council of the City of Hampton.
- B. **VALIDITY**  
If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.
- C. **LIABILITY**
  - I. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor

- impose any liability upon the Local Issuing Authority or District for damage to any person or property.
2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
  3. No provision of this ordinance shall permit any persons to violate the Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

**SECTION 2.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 3.**

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

B) It is hereby declared to be the intention of the 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 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 Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 4.** Repeal of Conflicting Provisions. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** Effective Date. This ordinance shall become effective ten (10) days after its adoption by the Mayor and City Council of the City of Hampton.

So ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The City of Hampton, Georgia

\_\_\_\_\_  
By: Steve Hutchison, Mayor

Attest:

\_\_\_\_\_  
Pat Watson, City Clerk

First Reading \_\_\_\_\_

Second Reading/Adoption  
\_\_\_\_\_

**ORDINANCE NO. 425**

**AN ORDINANCE TO AMEND CHAPTER 82 OF CODE OF ORDINANCES OF THE CITY OF HAMPTON, GEORGIA, WHICH PROVIDES FOR TRAFFIC AND VEHICLES; TO AMEND SECTION 82-2 "SPEED LIMITS"; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**IT IS HEREBY ORDAINED  
BY THE COUNCIL OF THE CITY OF HAMPTON**

**SECTION 1. Code Section Amended.** Chapter 82 of the Code of Ordinances of the City of Hampton, Georgia, is hereby amended by amending Section 82-2 entitled "Speed Limits" to amend subsection (a) entitled "On-system" by deleting the references to certain streets and speed limits in their entirety and substituting in lieu thereof the following:

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>Distance</b>	<b>Speed</b>
State Route 3	140 feet south of Bridges Drive (South City Limits of Hampton)	155 feet south of Oak Street (North City Limits of Hampton)	1.59 miles	55 mph
State Route 20	500 feet east of South Hampton Road (East City Limits of Hampton)	730 feet east of East Main Street	0.93 miles	60 mph
State Route 20	730 feet east of Main Street	0.39 miles west of State Route 3	1.29 miles	55 mph

**SECTION 2. Code Section Amended.** Chapter 82 of the Code of Ordinances of the City of Hampton, Georgia, is hereby amended by amending Section 82-2 entitled "Speed Limits" to amend subsection (b) entitled "Off-system" by deleting the references to certain streets and speed limits in their entirety and substituting in lieu thereof the following:

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>Distance</b>	<b>Speed</b>
Bruton Smith Parkway	West City Limits of Hampton	State Route 20	0.25 miles	55 mph
Caldwell Drive	West Main Street	West Main Street	0.75 miles	30 mph
Central Avenue	West Main Street	Woodlawn Avenue	0.60 miles	25 mph

Central Avenue <b>SCHOOL ZONE</b> 7:00 am to 8:30 am 1:30 pm to 3:00 pm School Days Only	100 feet west of West Main Street	100 feet north of Oak Street	0.30	25 mph
College Street	Oak Street	Central Avenue	0.25 miles	25 mph
College Street <b>SCHOOL ZONE</b> 7:00 am to 8:30 am 1:30 pm to 3:00 pm School Days Only	50 feet north of Oak Street	50 feet south of Central Avenue	0.23	25 mph
East King Road	Rosenwald Drive	West King Road	0.45 miles	30 mph
East Main Street	South City Limits of Hampton	100 feet north of State Route 20	0.40 miles	40 mph
East Main Street	100 feet north of State Route 20	100 feet south of Woodlawn Avenue	0.25 miles	35 mph
East Main Street	100 feet south of Woodlawn Avenue	100 feet north of Elm Street	0.35 miles	25 mph
East Main Street	100 feet north of Elm Street	100 feet south of Sandstone Drive	0.55 miles	35 mph

East Main Street	100 feet south of Sandstone Drive	North City Limits of Hampton	0.30 miles	45 mph
Elm Street	East Main Street	East City Limits of Hampton	1.00 miles	30 mph
Georgia Avenue	West Main Street	Central Avenue	0.25 miles	30 mph
Lower Woolsey Road	State Route 3	West City Limits of Hampton	0.25 miles	55 mph
Locust Grove Road	McDonough Street	East City Limits of Hampton	0.45 miles	45 mph
Oak Street	West Main Street	100 feet west of Central Avenue	0.25 miles	30 mph
Oak Street	100 feet west of Central Avenue	100 feet west of Windsor Parkway	0.75 miles	35 mph
Oak Street	100 feet west of Windsor Parkway	State Route 3	0.50 miles	40 mph
Old Griffin Road	Woolsey Road	State Route 20	0.70 miles	35 mph
Old Griffin Road	State Route 20	Bridges Drive	0.45 miles	45 mph
McDonough Street	East Main Street	100 feet of Eva Drive	0.50 miles	30 mph

McDonough Street	100 feet east of Eva Drive	100 feet east of Shelby Street	0.30 miles	35 mph
McDonough Street	100 feet east of Shelby Street	East City Limits of Hampton	0.60 miles	45 mph
Revolutionary Drive	State Route 3	Amah Lee Road	0.70 miles	30 mph
Richard Petty Boulevard	State Route 3	West City Limits of Hampton	0.30 miles	45 mph
Rosenwald Drive	McDonough Street	East Main Street	0.40 miles	35 mph
South Hampton Road	Locust Grove Road	South City Limits of Hampton	0.70 miles	35 mph
Steele Drive	Oak Street	North City Limits of Hampton	0.30 miles	30 mph
West King Road	Rosenwald Drive	Dead End	0.20 miles	30 mph
West King Road	Dead End	South City Limits of Hampton	0.50 miles	30 mph
West Main Street	Woolsey Road	100 feet north of Caldwell Drive North	1.00 miles	30 mph
West Main Street	100 feet north of Caldwell Drive North	North City Limits of Hampton	0.35 miles	40 mph
Woolsey Road	Old Griffin Road	State Route 3	0.90 miles	35 mph

**SECTION 3.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 4.**

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

B) It is hereby declared to be the intention of the 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 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 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 5.** Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Hampton.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
STEVE HUTCHISON, Mayor

ATTEST:

\_\_\_\_\_  
PAT WATSON, City Clerk

First Reading: \_\_\_\_\_

Second Reading/  
Adoption: \_\_\_\_\_

Russell McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

August 2, 2016

City of Hampton Police Department  
P. O. Box 400  
Hampton, GA 30228  
Attention: Chief Derrick Austin

Re: Radar List for the City of Hampton

Chief Austin:

Attached is the updated radar list for the City of Hampton. This list updates the speed limit of State Route 20 within the Hampton City Limits and lowers the speed on a section of E Main.

Please have the proper officials sign the signature page and return all **original** pages to the Georgia Department of Transportation, 115 Transportation Blvd., Thomaston, GA 30286, Attention: Max Dromgoole.

Please note, the City of Hampton will be responsible for proper speed zone sign placement on non-state route roadways corresponding to this list as well as any advisory speed warning signs roadway conditions warrant.

If you have questions, please contact Max Dromgoole at 706-646-7596.

Sincerely,

A handwritten signature in dark ink, appearing to read "Max Dromgoole", with a long horizontal flourish extending to the right.

Max Dromgoole  
Traffic Operations Engineer 3

The City of Hampton is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS  
For  
THE CITY OF HAMPTON  
in HENRY COUNTY  
ON-SYSTEM**

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 3	<b>HAMPTON</b>	140 feet south of Bridges Drive (South City Limit of Hampton)	1.11	155 feet south of Oak Street (North City Limit of Hampton)	2.70	1.59	55
S.R. 20	<b>HAMPTON</b>	500 feet east of South Hampton Road (East City Limit of Hampton)	17.47	730 feet east of East Main Street	18.40	0.93	60
S.R. 20	<b>HAMPTON</b>	730 feet east of East Main Street	18.40	0.39 miles west of State Route 3	19.69	1.29	55

*The Georgia Department of Transportation will be responsible for signing all state routes.*

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Bruton Smith Parkway	HAMPTON	West City Limit of Hampton	State Route 20	0.25	55
Caldwell Drive	HAMPTON	West Main Street	West Main Street	0.75	30
Central Avenue	HAMPTON	West Main Street	Woodlawn Avenue	0.60	25
Central Avenue SCHOOL ZONE	Hampton Elementary 7:00 to 8:30 am 1:30 to 3:00 pm SCHOOL DAYS ONLY	100 feet west of West Main Street	100 feet north of Oak Street	0.30	25
College Street	HAMPTON	Oak Street	Central Avenue	0.25	25
College Street SCHOOL ZONE ***	Hampton Elementary 7:00 to 8:30 am 1:30 to 3:00 pm SCHOOL DAYS ONLY	50 feet north of Oak Street	50 feet south of Central Avenue	0.23	25
East King Road	HAMPTON	Rosenwald Drive	West King Road	0.45	30
East Main Street	HAMPTON	South City Limits of Hampton	100 feet north of State Route 20	0.40	40
East Main Street	HAMPTON	100 feet north of State Route 20	100 feet south of Woodlawn Avenue	0.25	35
East Main Street	HAMPTON	100 feet south of Woodlawn Avenue	100 feet north of Elm Street	0.35	25
East Main Street	HAMPTON	100 feet north of Elm Street	100 feet south of Sandstone Drive	0.55	35
East Main Street	HAMPTON	100 feet south of Sandstone Drive	North City Limit of Hampton	0.30	45
Elm Street	HAMPTON	East Main Street	East City Limit of Hampton	1.00	30
Georgia Avenue	HAMPTON	West Main Street	Central Avenue	0.25	30
Lower Woolsey Road	HAMPTON	State Route 3	West City Limit of Hampton	0.25	55
Locust Grove Road	HAMPTON	McDonough Street	East City Limit of Hampton	0.45	45
Oak Street	HAMPTON	West Main Street	100 feet west of Central Avenue	0.25	30
Oak Street	HAMPTON	100 feet west of Central Avenue	100 feet west of Windsor Parkway	0.75	35
Oak Street	HAMPTON	100 feet west of Windsor Parkway	State Route 3	0.50	40
Old Griffin Road	HAMPTON	Woolsey Road	State Route 20	0.70	35
Old Griffin Road	HAMPTON	State Route 20	Bridges Drive	0.45	45
McDonough Street	HAMPTON	East Main Street	100 feet east of Eva Drive	0.50	30
McDonough Street	HAMPTON	100 feet east of Eva Drive	100 feet east of Shelby Street	0.30	35
McDonough Street	HAMPTON	100 feet east of Shelby Street	East City Limit of Hampton	0.60	45

**LIST NUMBER 0816-151H**

<b>ROAD NAME</b>	<b>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMIT</b>
Revolutionary Drive	<b>HAMPTON</b>	State Route 3	Amah Lee Road	0.70	30
Richard Petty Boulevard	<b>HAMPTON</b>	State Route 3	West City Limit of Hampton	0.30	45
Rosenwald Drive	<b>HAMPTON</b>	McDonough Street	East Main Street	0.40	35
South Hampton Road	<b>HAMPTON</b>	Locust Grove Road	South City Limit of Hampton	0.70	35
Steele Drive	<b>HAMPTON</b>	Oak Street	North City Limit of Hampton	0.30	30
West King Road	<b>HAMPTON</b>	Rosenwald Drive	Dead End	0.20	30
West King Road	<b>HAMPTON</b>	Dead End	South City Limit of Hampton	0.50	30
West Main Street	<b>HAMPTON</b>	Woolsey Road	100 feet north of Caldwell Drive North	1.00	30
West Main Street	<b>HAMPTON</b>	100 feet north of Caldwell Drive North	North City Limit of Hampton	0.35	40
Woolsey Road	<b>HAMPTON</b>	Old Griffin Road	State Route 3	0.90	35

*The City of Hampton will be responsible for proper speed zone sign placement on non-state route roadways corresponding to this list as well as any advisory speed warning signs roadway conditions warrant.*

*\*\*\* Indicates a distance too short to use radar detection devices and is listed for signing purposes only.*

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

Sworn and Subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

RESOLUTION NO. 16-18

CITY OF HAMPTON, GEORGIA

**SHORT TERM WORK PROGRAM AND CAPITAL IMPROVEMENTS ELEMENT  
ANNUAL UPDATE TRANSMITTAL**

**WHEREAS**, the City of Hampton, Georgia has prepared an annual update to its Short Term Work Program and Capital Improvements Element; and

**WHEREAS**, the annual update of the Short Term Work Program and Capital Improvements Element was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, as amended; and a Public Hearing was held on August 9, 2016, in the Hampton City Council Chambers;

**NOW, THEREFORE BE IT RESOLVED THAT** the Hampton City Council does hereby authorize the Henry County Planning and Zoning Department to transmit the annual update of the Short Term Work Program and Capital Improvements Element covering the five-year period 2016-2020, and this resolution to the Atlanta Regional Commission and Georgia Department of Community Affairs as required by the Georgia Planning Act.

**BE IT SO RESOLVED** this 9th day of August, 2016.

\_\_\_\_\_  
Steve Hutchison, Mayor

ATTEST:

\_\_\_\_\_  
Pat Watson, City Clerk

**Short-Term Work Program Update  
2016-2020  
CITY OF HAMPTON, GEORGIA**

**Contents**

SHORT TERM WORK PROGRAM ANNUAL UPDATE.....Page 2  
CITY OF HAMPTON-DEVELOPMENT IMPACT FEE.....Page 3

COMMUNITY FACILITIES						
Item	Activity	Years	Responsible Party	Cost Estimate	Funding Source	Status
1	Well Development	2015-2016	City Public Works/ Water and Sewer #8	\$300,000	SPLOST50%/ Impact Fees 50%	complete
2	Well Development	2016-2017	#9 – City Public Works/water and sewer	300,000	SPLOST 50% IMPACT FEE 50%	In progress
3	Large Meter Testing/Replacement	2015-2018	City Public Works/ Water and Sewer	\$4,000/yr	Utility Fund	complete
4	Second Connection to Henry County System	2015-2018	City Public Works/ Water and Sewer	\$75,000	Impact Fees 100%	complete
5	Meter Read Improvements (Wireless)	2015-2018	City Public Works/ Water and Sewer	\$50,000	Utility Funds SPLOST	complete
6	Leak Detection	2015-2018	City Public Works/ Water and Sewer	\$5,000/yr	Utility Fund Completed (performed annually) amount will be 5k	Ongoing
7	Low Flow Retro Fit Kits	2015-2015	City Public Works/ Water and Sewer	\$2,000/yr	Utility Fund	Ongoing
8	Sewer System Mapping Update	2015-2018	City Public Works/ Water and Sewer	\$5,000/yr	Utility Fund	complete
9	Wastewater Flow & Rainfall Monitoring	2015-2018	City Public Works/ Water and Sewer	\$20,000	Utility Fund	Ongoing
STREETS/STORMWATER						
10	Sidewalk Installation/replacement	2015-2018	City Public Works/ Water and Streets	\$300,000/yr	SPLOST	In progress
11	West Main Street Reconstruction	2015-2017	City Public Works/ Water and Streets	\$175,000	CDBG	Pending r/r/ approval of r/w
12	Electric car recharger	2015-2017	Public Works	\$10,000	General Fund	future
13	Storm water Program/Equipment	2015-2018	City Public Works/ Water and Streets	\$300,000/yr	General Fund	In progress
PUBLIC SAFETY						
14	Body Cameras	2105-2016	Police Department	\$20,000	Impact Fees	complete

TRANSPORTATION						
15	Joint City/County Comprehensive Transportation Plan	2016-2017	HCDOT, P&Z, Asst. County Manager	\$4,282.50	General Fund	In progress
PARKS AND RECREATION						
16	Park Master Plan	2015-2016	Contractor	\$15,000	Impact Fees	complete
17	Park design Proposal (Senior Park)	2016-2018	Architect	600,000	SPLOST/CDBG	future
18	Old Fortson Library	2016-2018	Engineer	100,000	SPLOST	In progress
19	Construct walking trails	2017-2018	Parks & Rec	25,000	Park Impact fee	future

**CITY OF HAMPTON-DEVELOPMENT IMPACT FEES  
Annual Impact Fee Financial Report-July 1, 2014 to June 30, 2015**

	Sewer Impact Fees	Water Impact Fees	Electrical Impact Fees	Parks and Recreation	Public Safety	Administrative	Refund
Impact Fee Fund Balance FY-2015	\$121,751	\$598,821	\$55,377	\$7,047	\$15,810	\$0	\$0
Impact Fees Collected in FY 2015	\$254,481	\$116,379	\$0	\$88,114	\$10,541	\$0	\$0
Impact Fees used in FY 2015	\$6,209	\$233,278	\$31,207	\$14,525	\$20,887	\$0	\$0
Impact Fees Encumbered in FY 2015	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact Fees Fund Balance Ending FY 2015	\$370,254	\$482,442	\$24,209	\$80,636	\$5,464	\$0	\$0
Interest Collected in FY 2015	\$231	\$520.	\$39.	\$0	\$0	\$0	\$0

## PUBLIC HEARING NOTICE

Notice is hereby given that the Henry County Board of Commissioners and the Cities of Stockbridge and Hampton will conduct a Public Hearing for the purpose of approving a resolution to transmit the **Short Term Work Program and Capital Improvements Element Annual Update: 2016-2020** to the Atlanta Regional Commission. Copies of the document will be available at the Henry County Planning and Zoning Department, 140 Henry Parkway, McDonough, GA 30253.

Jurisdiction	Adoption Public Hearing	Location
Henry County	Henry County Board of Commissioners Tuesday, August 2, 2016 9:00 a.m.	Henry County Administration Building Community Meeting Room 140 Henry Parkway McDonough, GA 30253
Hampton	Hampton City Council Tuesday, August 9, 2016, 6:00 p.m.	Hampton City Hall 17 East Main Street Hampton, GA 30228
Stockbridge	Stockbridge City Council Monday, August 8, 2016, 6:00 p.m.	Stockbridge City Hall 4640 North Henry Boulevard Stockbridge, GA 30281

**RESOLUTION NO. 16-19**

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH CARDINAL WASTE SOLUTIONS, LLC; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

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

**WHEREAS**, Cardinal Waste Solutions, LLC (“Cardinal”) is a private business that provides waste collection and related services; and

**WHEREAS**, the City wants to retain Cardinal to service a dumpster on Cherry Street and provide related services; and

**WHEREAS**, the City Council believes that it is in the best interests of the City to execute the contract with Cardinal under the terms and conditions contained therein.

**NOW THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS WERE ADOPTED:**

1. **BE IT RESOLVED THAT** Steve Hutchison, Mayor of the City of Hampton, is hereby authorized to execute on behalf of the City a one year contract with Cardinal in the form attached hereto as Exhibit “A” and under the terms and conditions contained therein, including initialing the handwritten edits and changes made thereto.

2. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY ADOPTED this \_\_\_\_ day of August, 2016.

CITY OF HAMPTON, GEORGIA

\_\_\_\_\_  
Steve Hutchison, Mayor

ATTEST:

\_\_\_\_\_  
Pat Watson, City Clerk

(SEAL)



## SERVICE AGREEMENT

Contract Effective Date 07/26/2016  
 Service Start Date \_\_\_\_\_

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> New Account | <input type="checkbox"/> Renewal        |
| <input type="checkbox"/> Service Increase       | <input type="checkbox"/> Billing Charge |
| <input type="checkbox"/> Service Decrease       | <input type="checkbox"/> Other          |

### WASTE SOLUTIONS, LLC

Phone: 770.306.6812 • Fax 770.306.6814  
 600 Bohannon Road • Fairburn, GA 30213

### Bill-To information

Account Number \_\_\_\_\_  
**Service Information**  
 Company City of Hampton  
 Address Dumpster Located on Cherry Street  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Email \_\_\_\_\_

Company City of Hampton  
 Address P.O. Box 400  
 City Hampton State GA Zip 30228  
 Phone 770-946-4306 Fax \_\_\_\_\_  
 Contact Pat Watson  
 Email twilson@hampton.ga.gov  
 Tax ID# \_\_\_\_\_

GENERAL INFORMATION			ROLL OFF						FRONT END							Charges	
Qty	Service Description Container Size	Frequency	Rate Per Haul	Disposal Rate/Ton	Flat Rate Per Haul	Tonnage Allowance	Monthly Container Charge	Monthly Compactor Rental	Monthly Rate	M	T	W	TH	F	S		SU
1	8-yd Front/Load	3xWeek							\$350								\$350.00
1	Can delivery fee																\$40.00
OLD SERVICE																	

Special Instructions: Paperless Billing

### Terms and Conditions

We reserve the right to refuse to pull any container due to weight, width, or any other safety issues. Any Container that we determine, at our sole discretion, to be unable to be pulled safely due to customer error, that load will be subject to an extra \$100.00 fee.

Any damages incurred by Cardinal Waste Solutions, LLC. or other affiliated company due to neglect or abuse by customer will be charged back to customer.

#### Services Rendered

Customer grants to Cardinal Waste Solutions, LLC. the exclusive right to collect and dispose of all of the Customer's waste materials (including recyclable materials) and agrees to make the payments as provided herein. Cardinal Waste Solutions, LLC. agrees to furnish the services and equipments as specified above, in accordance with the terms of this agreement. Cardinal Waste Solutions, LLC. shall have no confidentiality obligation with respect to any recyclable materials except to the extent set forth in Cardinal Waste Solutions, LLC. Confidentiality Agreement separately entered into by Cardinal Waste Solutions, LLC. and Customer.

#### Term

The initial term of this agreement is one year from the date of equipment delivery (or effective date as described above). This agreement shall be ~~automatically renewed for successive three (3) years thereafter unless either party provides~~ written notice of termination by certified mail to the other at least sixty (60) days prior to the termination of the current term.

#### Waste Materials

The waste material to be collected and disposed of by Cardinal Waste Solutions, LLC. pursuant to this agreement is all solid waste (including recyclable materials) generated by Customer. Waste material specifically excludes and Customer agrees not to deposit in Cardinal Waste Solutions, LLC.'s equipment of place for collection by Cardinal Waste Solutions, LLC. any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous toxic or hazardous material as defined by applicable federal, state, or local laws or regulations.

*Terms and Conditions continue on reverse of this page.*

All payments are due upon receipt of statement and payable to:  
 Cardinal Waste Solutions, LLC  
 P.O. Box 40  
 Fairburn, GA 30213  
 770-306-6812

Cardinal Waste Solutions, LLC.. Dan Gable  
 Print: Dan Gable

Customer Name: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

#### Title

Cardinal Waste Solutions, LLC. shall acquire title of the waste material at the time said material is loaded by Cardinal Waste Solutions, LLC. Title to and liability for any excluded waste material (as described under "Waste Materials") shall remain with Customer. Customer agrees to defend, indemnify, and hold harmless Cardinal Waste Solutions, LLC. from and against any and all damages, penalties, fines and liabilities resulting from or arising from the actual or alleged negligence of Cardinal Waste Solutions, LLC. relating to the performance of services under this Agreement, including, but not limited to, any claims or damages arising out of the deposit or transport of any excluded waste in Cardinal Waste Solutions, LLC. containers, vehicles or other equipment. Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable material set forth above. In the event that any recyclable material furnished to Cardinal Waste Solutions, LLC. by Customer is, due to the presence of contaminants, rejected by a potential purchaser or otherwise determined by Cardinal Waste Solutions, LLC. not to be resalable or to have a reduced resale value, Cardinal Waste Solutions, LLC. may, in addition to its other revenues, require Customer to pay Cardinal Waste Solutions, LLC. as damages and not as a penalty, the charges incurred by Cardinal Waste Solutions, LLC. (plus overhead and profit) for hauling, processing, and/or disposal of such material and for the reduction in resale value of such material.

#### Payments

Customer agrees to pay Cardinal Waste Solutions, LLC. for the services and / or equipment furnished in accordance with the charges and rates provided for within this agreement.

**Front/Load Services:** Payment is due on or before the first day of the month for the current monthly service. A \$15.00 late fee will be applied if payment is not received by the 10th of the current service month. If payment is not received by the 15th of the month, service will be subject to suspension. If service is suspended, there will be a \$25.00 account reinstatement fee. If Cardinal Waste Solutions has removed the dumpster from the customer's location, there will be a \$50.00 dumpster re-delivery fee.

**Roll Off Services:** Payment is due within (10) days from the receipt of the invoice. Cardinal Waste Solutions, LLC. may impose, and Customer agrees to pay, interest at the rate of 1.5% per month of the remaining outstanding balance for all past due services and/or equipment charges.

#### Rate Adjustments

Customer agrees that Cardinal Waste Solutions, LLC. may increase the rates for its services from time to time to adjust for increases in the Consumer Price Index. Customer also agrees that Cardinal Waste Solutions, LLC. may pass through to Customer increases in the average weight per container yard of the Customer's waste materials, increases in Cardinal Waste Solutions, LLC.'s costs due to changes in local, state, or federal rules, ordinances or regulations applicable to Cardinal Waste Solutions, LLC. operations or the service provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Cardinal Waste Solutions, LLC. (excluding income or real property taxes). For any reason other than one of the reasons stated above, Cardinal Waste Solutions, LLC. may only increase rates with the consent of Customer. This consent may be evidenced verbally, in writing, or by the actions and practices of the parties. On an annual basis, at intervals of 12 months from the commencement of this Agreement, rates are to be adjusted for changes in service demands, consumer price inflation/deflation, and fuel cost adjustments. At any item where the haul distance and travel time is significantly changed, rates may be adjusted at the discretion of Cardinal Waste Solutions, LLC. upon reasonable notice to Customer."

#### Service Changes

Changes to the type, size, and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this agreement and this agreement shall be deemed amended accordingly. This agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of Customer within the area in which Cardinal Waste Solutions, LLC. provides waste collection services.

#### Responsibility for Equipment

The equipment furnished by Cardinal Waste Solutions, LLC. for the purposes hereunder shall remain the property of Cardinal Waste Solutions, LLC. Customer acknowledges that it has care, custody, and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or damage done by Cardinal Waste Solutions, LLC. handling of the equipment) and for its contents. Customer agrees not to overload, either by weight or volume, move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend, and hold harmless Cardinal Waste Solutions, LLC. against all claims, damages, suits, penalties, fines, and liabilities for injury or death to persons or loss of property arising out of Customer's use, operation, or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pickup cannot be made, Cardinal Waste Solutions, LLC. will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access. Cardinal Waste Solutions, LLC., however, reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide adequate access.

#### Damage to Pavement

Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of Cardinal Waste Solutions, LLC.'s vehicles. Therefore, Customer agrees that Customer will be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from the weight of Cardinal Waste Solutions, LLC.'s vehicles and equipment providing service at Customer's location.

#### Liquidated Damages

In the event Customer terminates this agreement prior to its expiration other than as a result of a breach by Cardinal Waste Solutions, LLC. or Cardinal Waste Solutions, LLC. terminates this agreement as a result of Customer's breach (including nonpayment), Customer agrees to pay Cardinal Waste Solutions, LLC. as liquidated damages a sum calculated as follows: (1) if the remaining term is six (6) months or more, Customer shall pay its most recent monthly charges multiplied by six, or (2) if the remaining term is less than six (6) months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the term. Customer expressly acknowledges that in the event of an unauthorized termination of this agreement, the anticipated loss to Cardinal Waste Solutions, LLC. is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay Cardinal Waste Solutions, LLC. all amounts which become due under this agreement, or fails to perform its obligations hereunder, and Cardinal Waste Solutions, LLC. refers such matters to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Cardinal Waste Solutions, LLC. as a result of such action, including to the extent permitted by law, reasonable attorney's fees incurred in connection with all attempts to collect amounts due under and damages provided for by this Agreement.

#### Suspension and Termination for Cause

If, during the term of this agreement, either party is in breach of any provision of this agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter; which shall become effective upon receipt of such notice.

#### Assignment

Customer shall not assign this agreement without the prior written consent of Cardinal Waste Solutions, LLC. which shall not be unreasonably withheld.

#### Opportunity to Provide Additional Services

Cardinal Waste Solutions, LLC. values the opportunity to meet all of Customer's nonhazardous waste collection and disposal needs. Customer will provide to Cardinal Waste Solutions, LLC. on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this agreement.

#### Excused Performance

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or government orders, fires, and acts of God. Such failure shall not constitute a default under this agreement.

#### Binding Effect

This agreement is a legally binding contract on the part of Cardinal Waste Solutions, LLC., and Customer, and their respective heirs, successors, and assigns, in accordance with the terms and conditions set out herein.

#### Independent Contractor

Cardinal Waste Solutions, LLC. and Customer agree that Cardinal Waste Solutions, LLC. (including its employees) is an independent contractor and not an employee or agent of Customer. Nothing herein shall be construed as creating a partnership, agency, joint venture, or similar relationship between Cardinal Waste Solutions, LLC. and Customer. Customer shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and authorized sub-contractors.

#### Arbitration

The parties shall use their best efforts to settle any disputes between them promptly and in a manner to help avoid the recurrence of similar disputes. In the event that the parties are unable to settle their dispute in a timely manner, they shall go to arbitration. Any dispute arising from a claimed default may be referred to arbitration. The decision and any award made by the Arbitrator shall be binding and final as to both parties.

#### Governing Law

The validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

#### Entire Agreement

This agreement represents the entire understanding between the parties hereto and supersedes any and all prior agreements, whether written or verbal, that may exist between the parties regarding such services.

**Pat W.**

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**From:** Pat W.  
**Sent:** Monday, August 01, 2016 11:53 AM  
**To:** 'L. Scott Mayfield (smayfield@swblawfirm.com)'  
**Subject:** FW: Service Agreement

Scott

Dan with Cardinal Waste has agreed to the changes, see his email below. Can we just cross out as he stated and initial?

Pat

---

**From:** Dan Gable [mailto:dan@cardinalwastesolutions.com]  
**Sent:** Monday, August 01, 2016 11:50 AM  
**To:** Pat W. <PatW@hamptonga.gov>  
**Subject:** RE: Service Agreement

Good morning Pat,

All changes you are requesting are fine. This is our standard agreement. Simply cross through and initial any of clauses you don't agree and that will be fine with us.

Thanks,

**Dan Gable**

*Cardinal Waste Solutions, LLC*

[www.cardinalwastesolutions.com](http://www.cardinalwastesolutions.com)

Office: (770) 306-6812

Fax: (770) 306-6814

Cell: (404) 557-4247



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**From:** Pat W. [mailto:PatW@hamptonga.gov]  
**Sent:** Monday, August 01, 2016 11:04 AM  
**To:** Dan Gable  
**Subject:** RE: Service Agreement

Dan

Good Morning

We have a few changes that need to be made before we can enter in to the contract with Cardinal. Please look over the below and let me know if you would still like to service the City of Hampton.

1. "Services rendered" (p.1) – we are not giving the exclusive right to collect and dispose of our waste, just this one dumpster. This could be read to conflict with our current garbage contract. Needs to be changed.

2. "Term" (p.1) – we cannot enter into a 3 year contact term; one year is our legal maximum.
3. "Liquidated damages" (p.2) – delete.
4. "Opportunity to provide additional services" (p.2) – delete. This binds us to use them.
5. "Arbitration" (p.2) – delete. We never agree to an arbitration clause!

Thank you.

*Pat Watson*

City of Hampton  
P O Box 400  
Hampton, Ga. 30228  
(770) 946-4306

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**From:** Dan Gable [<mailto:dan@cardinalwastesolutions.com>]  
**Sent:** Friday, July 29, 2016 1:16 PM  
**To:** Pat W. <[PatW@hamptonga.gov](mailto:PatW@hamptonga.gov)>  
**Subject:** FW: Service Agreement

Dan Gable  
*Cardinal Waste Solutions, LLC*  
[www.cardinalwastesolutions.com](http://www.cardinalwastesolutions.com)  
Office: (770) 306-6812  
Fax: (770) 306-6814  
Cell: (404) 557-4247



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**From:** Dan Gable  
**Sent:** Tuesday, July 26, 2016 1:20 PM  
**To:** 'patw@hampton.ga.gov'  
**Subject:** Service Agreement

Pat,

Attached please find the service agreement per our discussion. Please review, sign and return to my attention via fax or email. If you have any questions, just give me a call.

Thanks and we appreciate your business.

Dan Gable  
*Cardinal Waste Solutions, LLC*