ETHICS COMMITTEE

3468 N. Fulton Avenue
Hapeville, GA 30354

April 12, 2022 12:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Mike Simpson, Chairman
Jerome Newell, Vice Chairman
Carolyn Routh
Raymond Farr
Robert Hall

3. WELCOME:

4. APPROVAL OF MINUTES:

4.I. Consideration and Action to approve the January 11, 2022, Ethics Meeting minutes.

5. NEW BUSINESS:

5.I. Consideration and action regarding the proper form of Ethics Complaint filed by Alexia & Erik Ryan (Beer Girl) on April 4th against Tim Young, Hapeville City Manager.

Supporting Document(s):
1. Complaint 1

5.II. Consideration and action regarding the proper form of Ethics Complaint filed by Alexia & Erik Ryan (Beer Girl) on April 4th against Tim Young, Hapeville City Manager.

Supporting Document(s):
1. Complaint 2

5.III. Consideration and action regarding the proper form of Ethics Complaint filed by Alexia & Erik Ryan (Beer Girl) on April 4th against the City Attorney.

Supporting Document(s):
1. Complaint 3

6. ADJOURN:

ETHICS COMMITTEE

Ethics Committee Meeting
3468 N. Fulton Avenue
Hapeville, GA 30354

January 11, 2022 12:00 PM

MINUTES

1. **CALL TO ORDER:** by Chairman Simpson at 12:05 PM
2. **ROLL CALL:** All Members with the exception of Committee members, Raymond Farr were present, which constituted a quorum.
   - ✓ Mike Simpson, Chairman
   - ✓ Carolyn Routh, Vice Chairman
   - ✓ Jerome Newell
   - × Raymond Farr
   - ✓ Robert Hall
3. **WELCOME:** Chairman Mike Simpson welcomed all to the January 11th Meeting
4. **ELECTION OF OFFICERS:**

   - Chairman

     MOTION: Committee member Hall made a motion to appoint Mike Simpson as Committee Chairman, Committee member, Routh provided a seconded**. Motion carried 4-0.**

   - Vice Chairman

     MOTION: Committee member, Hall made a motion to appoint Jerome Newell as Vice Chairman, Committee member, Routh provided a seconded**. Motion carried 4-0.**

5. **APPROVAL OF MINUTES:**

   5.I. Consideration and Action to approve the April 13, 2021, Ethics Meeting minutes.

   MOTION: Committee member Routh made a motion to approve the April 13, 2021, Ethics Meeting minutes, Committee member, Newell provided a seconded**. Motion carried 4-0.**

   5.II. Consideration and Action to approve the October 12, 2021, Ethics Meeting minutes.

   MOTION: Committee member Routh made a motion to approve the October 12, 2021, Ethics Meeting minutes with recommend changes, Committee member, Newell provided a seconded**. Motion carried 4-0.**

6. **NEW BUSINESS:**

   6.I. Action and Consideration to approve the 2022 Ethics Committee Meeting Schedule.

   MOTION: Committee member Routh made a motion to approve the 2022 Ethics Committee Meeting Schedule, Committee member, Newell provided a seconded**. Motion carried 3-0.**

7. **ADJOURN:**

MOTION: Committee member, Routh made a motion to adjourn at 1:03PM, Committee member, Newell provided a seconded**. Motion carried 4-0.**

Respectfully submitted,

_____
Mike Simpson, Chairman

_____
Sharee Steed, Secretary

1 - Formal Ethics Complaints

Complaint 1

Party subject to complaint: Tim Young, Hapeville City Manager

Date of Incident: Friday, February 18, 2022

Ethics Code Section violated:

> Sec. 2-6-3. - Standards of conduct.
> (a)No city official shall:
> (1)Give a reasonable basis for the impression by acts or omissions that any person can improperly influence him/her or unduly enjoy his/her favor in the performance of official acts;
> https://library.municode.com/ga/hapeville/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ART6COET_S2-6-3STCO

Incident Description:

On Friday, February 18th, 2022, at 11:06am, City Manager Tim Young sent an email to Alexia Ryan and Erik Lewis, owners of Beer Girl, LLC, regarding a civil demand letter that was sent to Susan Bailey via Certified Mail on February 15th, 2022, only to her home address, and which requested settlement for damage she caused to their property on December 17th, 2021.

His email was sent from his official email address, tyoung@hapeville.org, complete with City logos and email signature, at 11:06am on a Friday morning while City Hall was open, clearly indicating that he was acting in his capacity as City Manager in performance of official acts, and he did not indicate otherwise in that email. In subsequent emails in that thread, Tim Young has been adamant that he was acting as a "private citizen" rather than as City Manager.

As business owners in the City of Hapeville, we do not have a personal relationship with Tim Young and any email, phone call, or conversation we have with him is in his official capacity. Tim Young, "private citizen", would not have been privy to the demand letter in the first place, and presumably "private citizen" Tim Young could have used a personal email address to involve himself, or given a call, or walked across the alleyway to have a discussion in person and make it clear that he was not acting in his official capacity if that were really the case and he was concerned with the perception of his actions.

He also attached a scanned copy of the demand letter, indicating that Susan Bailey, or someone on her behalf, had given it to him and in doing so he gave "reasonable impression" that he can be improperly influenced to intervene in matters outside the scope of his duties as City Manager, but using his title, email and authority of his office to influence the outcome the matter.

Documents:

(Highlighting and comments added by Alexia & Erik)

02 18 2022 1106am email Tim Young to Beer Girl

Complaint 2

Party subject to complaint: Tim Young, Hapeville City Manager

Date of Incident: Sunday, February 27, 2022

Ethics Code Section violated:

> Sec. 2-6-3. - Standards of conduct.
> (a)No city official shall:
>
> ...
>
> (8)Use government property of any kind for other than officially approved activities, nor shall he/she direct employees to use such property for any purposes other than those officially approved;

https://library.municode.com/ga/hapeville/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ART6COET_S2-6-3STCO

Incident Description:

On February 27th, 2022, City Manager Tim Young responded to an email in which Alexia and Erik outlined the inappropriateness of his email on February 18th, 2022, as described in Ethics Complaint #1 of this document. In the February 27th, 2022, email he went to great lengths to explain that he was using his city email as a "private citizen" when he sent the email on February 18th, 2022, specifically stating that "Tim Young, private citizen, extended an offer after the February 15th letter to Susan."

Further, he states that "I want to make something absolutely clear, there is no "city" backing behind this." So why was he using his city email address and presumably his city-owned computer or phone, internet service, software, etc. to offer a personally driven "settlement" in a matter that did not involve him?

Documents:

(Highlighting and comments added by Alexia & Erik)

02 27 2022 944am email Tim Young to Beer Girl

Complaint 3

Party subject to complaint: City Attorney

Date of Incident: Tuesday, March 1, 2022

Ethics Code Section violated:

> Sec. 2-6-9. - Receipt of complaints.
> (a)The board may meet and decide a complaint is not in proper form. If such decision is made, the complainant will be so notified and advised as to the deficiencies found in the complaint. A decision of sufficiency as to form must be made within 30 days of the receipt of the complaint.
> (b)All complaints against city officials shall be filed with the board of ethics whether received by the mayor, city attorney, or the board itself. The board of ethics shall require that oral complaints, and complaints illegibly or informally drawn, be reduced to a sworn memorandum of complaint in such form as may be prescribed by the city attorney.
> https://library.municode.com/ga/hapeville/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ART6COET_S2-6-9RECO

Incident Description:

Beginning with the email from Alexia and Erik on February 25th, 2022, two City Attorneys were cc'd. The names and email addresses of those attorneys were provided when we phoned City Hall to ask for the City Attorney contact information, so no previous relationship or communication with them existed, and we never received a response indicating that the email addresses were invalid or that we were including the wrong people.

In the March 1st, 2022, email, we made an informal ethics complaint against Tim Young which is the basic premise for Complaint 1 of this document, and the attorneys were cc'd on the email. Upon further research, we were unable to locate any forms or specific instructions for formally filing an ethics complaint on the city's website, so reading through the ordinance we discovered that the City Attorney should have filed it as an informal complaint with the board of ethics as prescribed in Sec.2-6-9(b).

Documents:

(Highlighting and comments added by Alexia & Erik)

03 01 2022 416pm email Beer Girl to Tim Young

Full, unedited email chain for any/all complaints:

02 18 2022 unedited email chain

Alexia Ryan

From: Tim Young <TYoung@hapeville.org>
Sent: Friday, February 18, 2022 11:06 AM
To: owner@beergirlatl.com
Subject: February 15 Letter to Susan Bailey
Attachments: CCE02172022.pdf

Alexia and Eric
Good morning. I received a copy of the February 15, 2022 Demand letter sent to Ms. Bailey. I am responding, as I made the delivery to Beer Girl returning the inflatable on Friday December 31st, 2021 and at that time I informed Erik that I would be responsible for any damages to the inflatable.

This letter was sent ONLY to Susan Bailey at her home address.

A few questions if you will:

- do you have the original invoice?
- I trust you still have the damaged inflatable that I can take possession of?
- The letter identifies the ornament as an Rudolph the red-nosed reindeer – but wasn't it a Santa and sleigh, possibly w Rudolph as the lead
- Was there any notice of damages prior to the February 15th letter? 45 days is a long time from your receipt until this letter.
- Rather than a cash payment, please forward a link to one or more suitable replacements. I trust a replacement ornament should be a reasonable and acceptable settlement?

This is not a personal offer, but an offer of "settlement".

Regarding the Etekcity outlet, will the below suffice? See link.
https://www.ebay.com/p/20032166088?iid=194651003206

Regarding treble damages, that would be an issue you can take up directly w Ms. Bailey. From my review of law and the purpose for this type of award, I think the bar is high and it would be a difficult case in court and if you lose you may owe court and attorney fees to the defendant, but that is solely your choice.

Offering "professional" expertise from a work email address.

Please advise.

Thank you

Tim Young, CPA
City Manager
City of Hapeville
Direct 770-462-2988
Mobile 678-613-6478
Hapeville
georgia

Alexia Ryan

From: Tim Young <TYoung@hapeville.org>
Sent: Sunday, February 27, 2022 9:44 AM
To: Alexia Ryan
Cc: Averiel Jackson; L. Ransaw
Subject: RE: February 15 Letter to Susan Bailey

In the 2/18 email he used the phrase "reasonable and acceptable settlement".

Alexia & Erik
I'm going to take a few moments to respond more fully.
Let me first preface with this and repeat a comment. I am again saying this with the witness of our city attorneys.

Yes, my vocation has me as the City Manager. That is not deniable. Tim Young, the City Manager returned an item to you that was on city property. Tim Young, private citizen, as a representation of my faith that I live by and the person that I am, **extended a comment** at the time that I would cover damages. Tim Young, private citizen, **extended an offer** after the February 15th letter to Susan.

Did she share it with City Manager Tim Young or is there a personal relationship with private Citizen Tim Young that prompted him to intervene using his official email address?

Ms Bailey was free to share that letter with me. After today, I have made all the comments I intend to on this matter. Should you pursue a "settlement" with her, that is your prerogative. Should you consider my "offer", that is your prerogative.
I want to make something absolutely clear, there is no "city" backing behind this. I chose and I have that right. There are no "vendettas". There is no political pressure. To be honest, I am trying to help you attain swift closure on this possible financial issue.
Whether or not you believe I am qualified to review law and assess the strength of your case – much of my career in management and leadership is doing just that, evaluating risk.

Inappropriate use of his office/position to attempt to intimidate us into dropping our claim.

You are free, of course, to pursue it as you wish. I have no need to involve myself further. You have my word on that.

In December, Erik offered me some unsolicited advice. His statement was for me to be "careful, to whom I lend my credibility". I appreciate that. I lend it to no person. We all fail and have failings. I will get things wrong in this world – but I hope I do more right than wrong and I hope my intent is generally pure, no matter what others think.

Be well.

Tim Young, CPA
Direct 770-462-2988
Mobile 678-613-6478
Hapeville georgia

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Friday, February 25, 2022 3:02 PM
To: Tim Young <TYoung@hapeville.org>
Cc: Averiel Jackson <adjackson@smithwelchlaw.com>; L. Ransaw <lransaw@smithwelchlaw.com>
Subject: RE: February 15 Letter to Susan Bailey

Tim,

It is incredibly inappropriate for you to be inserting yourself into a civil matter between private parties, again. In previous communications you were adamant that you were not being asked by anyone to intervene, however, since you are in possession of a letter that was sent only to Susan Bailey's home address via certified mail, you clearly are, and were, working at her behest. Aside from the ethical issues of using your office to advocate for a private party and

offering to use City funds to replace an item that was damaged by the actions of that same private party (captured on video), you are seriously overstepping by insinuating that you are in any way qualified to review law, assess the strength of a case or offer legal advice. It is not clear whether you are succumbing to political pressure or you have some unknown personal vendetta to settle in this matter, but either way this is looking a lot like the City Manager using his office to intimidate and harass a long-standing city business.

Since you are insisting that the City of Hapeville would like to negotiate a settlement on behalf of Susan Bailey, we are including the City Attorney's office on this email chain and ask that they reach out to us directly with an offer for us to consider and an explanation as to why the City would be representing Susan Bailey in this matter.

Alexia & Erik

From: Tim Young <TYoung@hapeville.org>
Sent: Friday, February 18, 2022 11:06 AM
To: owner@beergirlatl.com
Subject: February 15 Letter to Susan Bailey

Alexia and Eric
Good morning. I received a copy of the February 15, 2022 Demand letter sent to Ms. Bailey. I am responding, as I made the delivery to Beer Girl returning the inflatable on Friday December 31st, 2021 and at that time I informed Erik that I would be responsible for any damages to the inflatable.
A few questions if you will:

- do you have the original invoice?
- I trust you still have the damaged inflatable that I can take possession of?
- The letter identifies the ornament as an Rudolph the red-nosed reindeer – but wasn't it a Santa and sleigh, possibly w Rudolph as the lead
- Was there any notice of damages prior to the February 15th letter? 45 days is a long time from your receipt until this letter.
- Rather than a cash payment, please forward a link to one or more suitable replacements. I trust a replacement ornament should be a reasonable and acceptable settlement?

Regarding the Etekcity outlet, will the below suffice? See link.
https://www.ebay.com/p/20032166088?iid=194651003206

Regarding treble damages, that would be an issue you can take up directly w Ms. Bailey. From my review of law and the purpose for this type of award, I think the bar is high and it would be a difficult case in court and if you lose you may owe court and attorney fees to the defendant, but that is solely your choice.

Please advise.

Thank you

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Alexia Ryan

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Tuesday, March 1, 2022 4:16 PM
To: 'Tim Young'
Cc: 'Averiel Jackson'; 'L. Ransaw'
Subject: RE: February 15 Letter to Susan Bailey

Informal complaint made, but not filed with the board by the City Attorneys cc'd on the email. No decision of sufficiency made within 30 days of the receipt of the complaint.

Unfortunately, Tim, you cannot unring this bell.

In December you were originally looped in to this issue by Chief Glavosek as City Manager, not as "private citizen Tim Young". From December through to today, you have consistently used your City email address to communicate with us, and at no time have we been given the impression that you are acting as anything but the City Manager. Further, all offers to pay for damage were seen as coming from the City Manager, so if you intended to use your own personal money that was not made clear, and it doesn't make this whole exchange less problematic.

The Code of Ethics of the Hapeville Code of Ordinances outlines standards of conduct, the first of which is:
(a)No city official shall:(1)Give a reasonable basis for the impression by acts or omissions that any person can improperly influence him/her or unduly enjoy his/her favor in the performance of official acts;

By using your city email, during hours that City Hall is open and you are presumably fulfilling your duties as City Manager, your email on 2/18/2022 could only be interpreted as coming in an official capacity. Inserting yourself into a civil matter being handled outside of your office and including a copy of a letter only sent to Susan Bailey gives a reasonable basis for the impression that you are being influenced by her, whether she directly asked you to intercede or not.

We have attempted to settle this issue many times, initially by repeatedly and directly asking Susan to return our property to us and pay for any damage she caused, and then, after you dropped her from the emails and decided to return it instead, by pursuing civil remedies for property damage as suggested to us by Chief Glavosek. We have not asked the City Manager, nor private citizen Tim Young, to use his office to do anything aside from instituting a formal process for approving access to the Arts Alley that will be open and enforced.

Also, we have received communication from Ms. Bailey's attorney that not only refers to you as "City Manager Tim Young" (not "private citizen Tim Young"), but further goes on to assert that Susan was acting in her capacity as "Vice Chairman of the Hapeville Main Street Board" when she "removed" the inflatable. We would welcome the opportunity to discuss this further with you and the City Attorneys, but short of that, we would like, in writing, clarification as to whether Susan was acting in her "capacity" as a City board member while "managing the City of Hapeville owned Arts Container" (her attorney's words) or whether she was acting as a "private citizen"?

We look forward to hearing from you.
Alexia & Erik

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Tim Young, CPA
City Manager
City of Hapeville
Direct 770-462-2988
Mobile 678-613-6478

Alexia Ryan

From: Tim Young <TYoung@hapeville.org>
Sent: Friday, February 25, 2022 3:07 PM
To: Alexia Ryan
Cc: Averiel Jackson; L. Ransaw
Subject: RE: February 15 Letter to Susan Bailey

Actually Ms Ryan, at no time did I mention nor insinuate that there would be any use of City funds. I was extremely clear that "I" Tim Young would cover the costs. There has been no behest or request from Ms Bailey to me.
In case it was not clear at the time, I am making it clear in front of the City attorneys that at no time did I mention any use of City funds.

Tim Young, CPA
Direct 770-462-2988
Mobile 678-613-6478
Hapeville georgia

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Sent: Friday, February 18, 2022 11:06 AM
To: owner@beergirlatl.com
Subject: February 15 Letter to Susan Bailey

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City Manager
City of Hapeville
Direct 770-462-2988
Mobile 678-613-6478
Hapeville
georgia

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To: Alexia Ryan
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Alexia & Erik

From: Tim Young <TYoung@hapeville.org>
Sent: Friday, February 18, 2022 11:06 AM
To: owner@beergirlatl.com
Subject: February 15 Letter to Susan Bailey

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Tim Young, CPA
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City of Hapeville
Direct 770-462-2988
Mobile 678-613-6478

2 – Dereliction of Duty Complaints against Tim Young

a. Not responding in a timely fashion

Tim Young ignored our email on March 1st, 2022, which requested an official response for an ongoing civil dispute, specifically whether Susan Bailey was acting as a City Board Member or a private citizen when she damaged our property on December 17th, 2021.

On March 9th, 2022, we sent an email reminding him of this and requested a response by the end of day March 11th, 2022. We did not receive a response until March 14th, 2022, and the response was not clear as to whether Ms. Bailey was acting on behalf of the City or as a private citizen. Further, he removed the cc's of the City Attorneys from that final response and has provided no further information that would help us resolve our claim.

02 18 2022 unedited email chain

b. Not codifying a procedure for access to the Arts Alley

In 2021 the Tri-Cities Arts Alliance (TCAA) (of which Alexia Ryan is Chairperson) organized LocalMotion Mini-fests for each Saturday in October to take place in the Arts Alley. They obtained unanimous approval from Council for these outdoor pandemic-friendly events which included a map of the area for the events. Alexia was left a voicemail on Tuesday, October 5th, 2022, and sent a follow-up email on Wednesday, October 6th, 2022, informing her that the Main Street Board would be holding an event during the 10/9 LocalMotion mini-fest and would be using the shipping container so we would have to rearrange our setup and would not be allowed to access power as we had previously. As stated in the below email chain (apologies that is printed in reverse chronological order) there was no process followed for Main Street to request use of the Art Space, nor the Alley Way, and there was no attempt to work together on the two events made by anyone besides TCAA. Members of the Main Street Board even went so far as to change the locks on the Art Space to prevent our entry, though it is unclear what authority they would have to change locks on City-owned property. It was clear at this time that there needed to be some process for requesting access to this area for events, and that even Council approval was not being enforced. Tim and Bianca ignored our request for a collaborative solution on October 8th, 2021, and only responded on the 9th with vague promises to deal with the issues that had come up. He did not and it is likely that if he had, our property would not have been damaged on December 17th, 2021.

10 09 2021 924am email Tim Young to Beer Girl

c. Not responding to Alcohol License violations reported in July 2021

On July 29th, 2021, Alexia Ryan emailed City Manager Tim Young inquiring about two specific instances where alcohol ordinances and licensing were not being followed. Tim responded once but then never followed up after stating that he would when he returned from traveling.

The first was a City event, the Jazz and Seafood concert where a non-Hapeville vendor was invited by a City employee to participate and sell alcohol without having a Hapeville alcohol license, a Hapeville Special Event Permit, Hapeville Alcohol Handler Licenses nor or a State Special Event License. Neither the business nor the City employee were ever disciplined and open records requests have confirmed that no local permits were ever issued by the City Manager who is responsible for issuing such permits (and state permits cannot be issued without local permits.) As Alexia expressed to Council late in 2021, the special event permitting in Hapeville is prohibitively expensive ($150-$200) considering the lack of attendance at City events, so it is particularly disconcerting that businesses that are ignorant of or are willing to break the laws are being invited to participate free of charge while law-abiding tax-paying license owners are missing out.

The second instance involves Blendz Cigar Bar and an allegation that the owner lied at the public hearing for their liquor license regarding having a food truck contract and, further, that they were not meeting the criteria for "serving one meal per day" as stated in the Hapeville Ordinances. This situation still exists at this moment, where there has never been a food truck, nor is food served at Blendz Cigar Bar. I can recall at least one other business in recent years that has requested ordinance changes to allow the type of licenses that Blendz simply lied to get (and the City Manager simply turned his head to allow.) We are not against the idea of serving hard liquor without serving food, however, there are ways to change the ordinances (as we are familiar with) so that everyone is playing by the same rules.

As alcohol license owners who have volunteered many hours of time to improving the City's ordinances, we are very dismayed at the selective enforcement of alcohol laws and the lack of knowledge or regard for those ordinances (and state law) by City staff. Some applicants are clearly being scrutinized at a deeper level than others and the result at the very least amounts to tax revenue loss to the city to some level of government sanctioned tax evasion.

We are requesting from Council that these violations be investigated fully and that any employees involved be disciplined appropriately.

07 29 2021 unedited email chain

Alexia Ryan

From: Tim Young <TYoung@hapeville.org>
Sent: Friday, February 18, 2022 11:06 AM
To: owner@beergirlatl.com
Subject: February 15 Letter to Susan Bailey
Attachments: CCE02172022.pdf

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georgia

Alexia Ryan

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Friday, February 25, 2022 3:02 PM
To: 'Tim Young'
Cc: 'adjackson@smithwelchlaw.com'; 'lransaw@smithwelchlaw.com'
Subject: RE: February 15 Letter to Susan Bailey

Tim,

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From: Tim Young <TYoung@hapeville.org>
Sent: Friday, February 25, 2022 3:07 PM
To: Alexia Ryan
Cc: Averiel Jackson; L. Ransaw
Subject: RE: February 15 Letter to Susan Bailey

Actually Ms Ryan, at no time did I mention nor insinuate that there would be any use of City funds. I was extremely clear that "I" Tim Young would cover the costs. There has been no behest or request from Ms Bailey to me.
In case it was not clear at the time, I am making it clear in front of the City attorneys that at no time did I mention any use of City funds.

Tim Young, CPA
Direct 770-462-2988
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Hapeville
georgia

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Friday, February 25, 2022 3:02 PM
To: Tim Young <TYoung@hapeville.org>
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Subject: RE: February 15 Letter to Susan Bailey

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From: Tim Young <TYoung@hapeville.org>
Sent: Sunday, February 27, 2022 9:44 AM
To: Alexia Ryan
Cc: Averiel Jackson; L. Ransaw
Subject: RE: February 15 Letter to Susan Bailey

Alexia & Erik
I'm going to take a few moments to respond more fully.
Let me first preface with this and repeat a comment. I am again saying this with the witness of our city attorneys.

Yes, my vocation has me as the City Manager. That is not deniable. Tim Young, the City Manager returned an item to you that was on city property. Tim Young, private citizen, as a representation of my faith that I live by and the person that I am, **extended a comment** at the time that I would cover damages. Tim Young, private citizen, **extended an offer** after the February 15th letter to Susan.

Ms Bailey was free to share that letter with me. After today, I have made all the comments I intend to on this matter. Should you pursue a "settlement" with her, that is your prerogative. Should you consider my "offer", that is your prerogative.
I want to make something absolutely clear, there is no "city" backing behind this. I chose and I have that right. There are no "vendettas". There is no political pressure. To be honest, I am trying to help you attain swift closure on this possible financial issue.
Whether or not you believe I am qualified to review law and assess the strength of your case – much of my career in management and leadership is doing just that, evaluating risk.

You are free, of course, to pursue it as you wish. I have no need to involve myself further. You have my word on that.

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Cc: 'Averiel Jackson'; 'L. Ransaw'
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We have attempted to settle this issue many times, initially by repeatedly and directly asking Susan to return our property to us and pay for any damage she caused, and then, after you dropped her from the emails and decided to return it instead, by pursuing civil remedies for property damage as suggested to us by Chief Glavosek. We have not asked the City Manager, nor private citizen Tim Young, to use his office to do anything aside from instituting a formal process for approving access to the Arts Alley that will be open and enforced.

Also, we have received communication from Ms. Bailey's attorney that not only refers to you as "City Manager Tim Young" (not "private citizen Tim Young"), but further goes on to assert that Susan was acting in her capacity as "Vice Chairman of the Hapeville Main Street Board" when she "removed" the inflatable. We would welcome the opportunity to discuss this further with you and the City Attorneys, but short of that, we would like, in writing, clarification as to whether Susan was acting in her "capacity" as a City board member while "managing the City of Hapeville owned Arts Container" (her attorney's words) or whether she was acting as a "private citizen"?

We look forward to hearing from you.
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Alexia Ryan

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Wednesday, March 9, 2022 5:08 PM
To: 'Tim Young'
Cc: 'Averiel Jackson'; 'L. Ransaw'
Subject: FW: February 15 Letter to Susan Bailey

Tim,

One week ago yesterday we asked you to confirm, in writing, whether Susan Bailey was acting as a City board member when she damaged our property on December 17th, 2021. As of yet, we have not received a response from you.

Please provide a response to us by end of day Friday, March 11th, 2022.

Alexia & Erik

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Sent: Tuesday, March 1, 2022 4:16 PM
To: 'Tim Young' <TYoung@hapeville.org>
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Also, we have received communication from Ms. Bailey's attorney that not only refers to you as "City Manager Tim Young" (not "private citizen Tim Young"), but further goes on to assert that Susan was acting in her capacity as "Vice Chairman of the Hapeville Main Street Board" when she "removed" the inflatable. We would welcome the opportunity to discuss this further with you and the City Attorneys, but short of that, we would like, in writing, clarification as to

whether Susan was acting in her "capacity" as a City board member while "managing the City of Hapeville owned Arts Container" (her attorney's words) or whether she was acting as a "private citizen"?

We look forward to hearing from you.
Alexia & Erik

From: Tim Young <TYoung@hapeville.org>
Sent: Sunday, February 27, 2022 9:44 AM
To: Alexia Ryan <owner@beergirlatl.com>
Cc: Averiel Jackson <adjackson@smithwelchlaw.com>; L. Ransaw <lransaw@smithwelchlaw.com>
Subject: RE: February 15 Letter to Susan Bailey

Alexia & Erik
I'm going to take a few moments to respond more fully.
Let me first preface with this and repeat a comment. I am again saying this with the witness of our city attorneys.

Yes, my vocation has me as the City Manager. That is not deniable. Tim Young, the City Manager returned an item to you that was on city property. Tim Young, private citizen, as a representation of my faith that I live by and the person that I am, **extended a comment** at the time that I would cover damages. Tim Young, private citizen, **extended an offer** after the February 15th letter to Susan.

Ms Bailey was free to share that letter with me. After today, I have made all the comments I intend to on this matter. Should you pursue a "settlement" with her, that is your prerogative. Should you consider my "offer", that is your prerogative.
I want to make something absolutely clear, there is no "city" backing behind this. I chose and I have that right. There are no "vendettas". There is no political pressure. To be honest, I am trying to help you attain swift closure on this possible financial issue.
Whether or not you believe I am qualified to review law and assess the strength of your case – much of my career in management and leadership is doing just that, evaluating risk.

You are free, of course, to pursue it as you wish. I have no need to involve myself further. You have my word on that.

In December, Erik offered me some unsolicited advice. His statement was for me to be "careful, to whom I lend my credibility". I appreciate that. I lend it to no person. We all fail and have failings. I will get things wrong in this world – but I hope I do more right than wrong and I hope my intent is generally pure, no matter what others think.

Be well.

Tim Young, CPA
Direct 770-462-2988
Mobile 678-613-6478
Hapeville
georgia

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Friday, February 25, 2022 3:02 PM
To: Tim Young <TYoung@hapeville.org>
Cc: Averiel Jackson <adjackson@smithwelchlaw.com>; L. Ransaw <lransaw@smithwelchlaw.com>
Subject: RE: February 15 Letter to Susan Bailey

Tim,

It is incredibly inappropriate for you to be inserting yourself into a civil matter between private parties, again. In previous communications you were adamant that you were not being asked by anyone to intervene, however, since you

are in possession of a letter that was sent only to Susan Bailey's home address via certified mail, you clearly are, and were, working at her behest. Aside from the ethical issues of using your office to advocate for a private party and offering to use City funds to replace an item that was damaged by the actions of that same private party (captured on video), you are seriously overstepping by insinuating that you are in any way qualified to review law, assess the strength of a case or offer legal advice. It is not clear whether you are succumbing to political pressure or you have some unknown personal vendetta to settle in this matter, but either way this is looking a lot like the City Manager using his office to intimidate and harass a long-standing city business.

Since you are insisting that the City of Hapeville would like to negotiate a settlement on behalf of Susan Bailey, we are including the City Attorney's office on this email chain and ask that they reach out to us directly with an offer for us to consider and an explanation as to why the City would be representing Susan Bailey in this matter.

Alexia & Erik

From: Tim Young <TYoung@hapeville.org>
Sent: Friday, February 18, 2022 11:06 AM
To: owner@beergirlatl.com
Subject: February 15 Letter to Susan Bailey

Alexia and Eric
Good morning. I received a copy of the February 15, 2022 Demand letter sent to Ms. Bailey. I am responding, as I made the delivery to Beer Girl returning the inflatable on Friday December 31st, 2021 and at that time I informed Erik that I would be responsible for any damages to the inflatable.
A few questions if you will:

- do you have the original invoice?
- I trust you still have the damaged inflatable that I can take possession of?
- The letter identifies the ornament as an Rudolph the red-nosed reindeer – but wasn't it a Santa and sleigh, possibly w Rudolph as the lead
- Was there any notice of damages prior to the February 15th letter? 45 days is a long time from your receipt until this letter.
- Rather than a cash payment, please forward a link to one or more suitable replacements. I trust a replacement ornament should be a reasonable and acceptable settlement?

Regarding the Etekcity outlet, will the below suffice? See link.
https://www.ebay.com/p/20032166088?iid=194651003206

Regarding treble damages, that would be an issue you can take up directly w Ms. Bailey. From my review of law and the purpose for this type of award, I think the bar is high and it would be a difficult case in court and if you lose you may owe court and attorney fees to the defendant, but that is solely your choice.

Please advise.

Thank you

Tim Young, CPA
City Manager
City of Hapeville
Direct 770-462-2988
Mobile 678-613-6478
Hapeville
georgia

Alexia Ryan

From: Tim Young <TYoung@hapeville.org>
Sent: Monday, March 14, 2022 10:28 AM
To: Alexia Ryan
Subject: RE: February 15 Letter to Susan Bailey

Good morning
To the best of my knowledge Ms Bailey was volunteering her time to show art in the art container.

Tim Young, City Manager
Direct 770-462-2988
Hapeville
georgia

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Wednesday, March 9, 2022 5:08 PM
To: Tim Young <TYoung@hapeville.org>
Cc: Averiel Jackson <adjackson@smithwelchlaw.com>; L. Ransaw <lransaw@smithwelchlaw.com>
Subject: FW: February 15 Letter to Susan Bailey

Tim,

One week ago yesterday we asked you to confirm, in writing, whether Susan Bailey was acting as a City board member when she damaged our property on December 17th, 2021. As of yet, we have not received a response from you.

Please provide a response to us by end of day Friday, March 11th, 2022.

Alexia & Erik

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Tuesday, March 1, 2022 4:16 PM
To: 'Tim Young' <TYoung@hapeville.org>
Cc: 'Averiel Jackson' <adjackson@smithwelchlaw.com>; 'L. Ransaw' <lransaw@smithwelchlaw.com>
Subject: RE: February 15 Letter to Susan Bailey

Unfortunately, Tim, you cannot unring this bell.

In December you were originally looped in to this issue by Chief Glavosek as City Manager, not as "private citizen Tim Young". From December through to today, you have consistently used your City email address to communicate with us, and at no time have we been given the impression that you are acting as anything but the City Manager. Further, all offers to pay for damage were seen as coming from the City Manager, so if you intended to use your own personal money that was not made clear, and it doesn't make this whole exchange less problematic.

The Code of Ethics of the Hapeville Code of Ordinances outlines standards of conduct, the first of which is:
(a)No city official shall:(1)Give a reasonable basis for the impression by acts or omissions that any person can improperly influence him/her or unduly enjoy his/her favor in the performance of official acts;

By using your city email, during hours that City Hall is open and you are presumably fulfilling your duties as City Manager, your email on 2/18/2022 could only be interpreted as coming in an official capacity. Inserting yourself into a civil matter being handled outside of your office and including a copy of a letter only sent to Susan Bailey gives a reasonable basis for the impression that you are being influenced by her, whether she directly asked you to intercede or not.

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To: Alexia Ryan <owner@beergirlatl.com>
Cc: Averiel Jackson <adjackson@smithwelchlaw.com>; L. Ransaw <lransaw@smithwelchlaw.com>
Subject: RE: February 15 Letter to Susan Bailey

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Be well.

Tim Young, CPA

Direct 770-462-2988
Mobile 678-613-6478
Hapeville

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Friday, February 25, 2022 3:02 PM
To: Tim Young <TYoung@hapeville.org>
Cc: Averiel Jackson <adjackson@smithwelchlaw.com>; L. Ransaw <lransaw@smithwelchlaw.com>
Subject: RE: February 15 Letter to Susan Bailey

Tim,

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Alexia & Erik

From: Tim Young <TYoung@hapeville.org>
Sent: Friday, February 18, 2022 11:06 AM
To: owner@beergirlatl.com
Subject: February 15 Letter to Susan Bailey

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Please advise.

Thank you

Tim Young, CPA
City Manager
City of Hapeville
Direct 770-462-2988
Mobile 678-613-6478

Alexia Ryan

From: Tim Young <TYoung@hapeville.org>
Sent: Saturday, October 9, 2021 9:24 AM
To: Alexia Ryan; Bianca Howard
Subject: RE: Art Box in Alley

Alexia,
I am out of town, addressing family with a 94 year old aging parent. I would ask and do ask localmotion not set up in front of the container and allow access by the Finding Flint group. Clearly we cannot make that a requirement. Understanding the Main Street group asI do, I do not expect them to ask, though i believe they should. I'll leave that there. Clearly many issues are being brought up, many of which I will do my level best upon my return.

Right now, I have to turn attention to family and pray Hapeville can get through this weekend positively.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Alexia Ryan <owner@beergirlatl.com>
Date: 10/9/21 9:00 AM (GMT-05:00)
To: Tim Young <TYoung@hapeville.org>, Bianca Howard <bhoward@hapeville.org>
Subject: Fwd: Art Box in Alley

Tim,

Since I haven't heard back from you, or anyone on Main Street, LocalMotion will proceed with our original plan and set up in the Alley in front of the shipping container today.

Alexia

Begin forwarded message:

> **From:** Alexia Ryan <owner@beergirlatl.com>
> **Date:** October 8, 2021 at 10:10:00 AM EDT
> **To:** Tim Young <TYoung@hapeville.org>
> **Cc:** Bianca Howard <bhoward@hapeville.org>
> **Subject: RE: Art Box in Alley**
>
> Tim,
> While I appreciate the conundrum that you are facing, we both know that this did not come up until Tuesday of this week because of the pettiness of certain Main Street Board members and their pettiness has once again served only to embarrass the City of Hapeville. There is absolutely no way that the Board did not know that LocalMotion was scheduled for this coming Saturday, and I believe they were intending to have the event without informing us of it at all. Had anyone actually taken the time to reach out to me, or anyone on the TCAA board, we would have happily accommodated, and probably even

included, this Main Street event in our efforts. Instead, we are now in the position where either you, or Main Street, should be requesting (not informing as communications thus far have done) that we allow this event to take place and offering to somehow offset the inconvenience. To add insult to injury, on Wednesday we received a call from Martino White asking if it was ok to charge the printing of posters for this Main Street event to LocalMotion, as they had been asked to do from one of the Main Street Board Members.

As you know, I have absolutely no problem with the Main Street Board holding events, as I myself organized several while on the board and at one point lobbied Council for an increased budget for such events. That somehow turned into a money grab for board members to funnel city funds into their own organizations, be it the Hapeville Arts Alliance, Hapeville Arts Fund, Historical Society or Academy Theatre, which all, coincidentally, share the same few board members who also sit on the Main Street Board today and are pushing this particular issue. However, unless I am mistaken, the Board (even though it is funded by the City) does not own the alleyway and does not have carte blanche on overriding events approved by Council. Further, though we have no need of the artspace aside from possibly plugging in to power, it does not seem kosher that Main Street Board Members are changing out locks on said container, despite their assertions that they "own" them. I do understand it would be an embarrassment to the Board, and the City, at this point to have to cancel their event, but they have earned no goodwill from LocalMotion, TCAA or myself personally. You would think that the Main Street Board would have better relationships with Main Street businesses.

The Tri-Cities Arts Alliance has put significant effort into LocalMotion this year and in addition to getting Council approval for use of the Alley for all four Saturdays in October, we have also obtained a Fulton County Health Department signoff, Liability Insurance for the events, porta potties for the month, and we have dedicated a significant budget for marketing. If you would like us to accommodate the Main Street event on Saturday, it seems only fair that they somehow chip in to cover the costs of some of those expenses. To me this seems like a very reasonable compromise to a very unreasonable situation created by your Main Street Board members who seem especially talented at creating unreasonable situations. Or am I just making a pedestrian bridge out of a molehill?

From: Tim Young <TYoung@hapeville.org>
Sent: Thursday, October 7, 2021 3:55 PM
To: owner@beergirlatl.com
Cc: Bianca Howard <bhoward@hapeville.org>
Subject: Art Box in Alley

Sent from my Verizon, Samsung Galaxy smartphone

Alexia
Good day.
We're looking forward to a good weekend with Localmotion on Saturday. On behalf of the City, let me apologize for the confusion and "double booking" in the alleyway. Even though Main Street is an operation largely funded through the City, it is not the intent that Main Street not follow general processes for events. Clearly the double booking of the Alley identified areas we must (and will) improve.
My team has had internal meetings to put steps in place so we're consistent throughout. Your mention of advisory notices is valid and we, inclusive of Main Street, should do no less for the affected businesses when there are city sponsored events.

As an ongoing, I would ask we leave sufficient access to the Art shipping container.
Again, I apologize for the inconvenience. Hopefully, there will be more throughput and more sales for Beer Girl.

Tim
Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Bianca Howard <bhoward@hapeville.org>
From: Alexia Ryan <owner@beergirlatl.com>
Sent: Wednesday, October 6, 2021 8:10 PM
To: Bianca Howard <bhoward@hapeville.org>
Subject: RE: Art Box in Alley

Hi Bianca.
I was unavailable yesterday, but I did get your voicemail. It sounded in your message like there was just going to be music in the Depot plaza, so I'm glad you emailed because I didn't pick up that you also meant there would be anything in the Arts Alley.

The LocalMotion mini-fests were approved by Council (Charlotte was in attendance at that meeting) and included a map of the areas we were expecting to use, including the alley. I'm not sure where the miscommunication happened, but it seems as though Main Street isn't following the same procedure that everyone else is for events?

Last week we had the caterer set up in front of the shipping container because we could access power from there and it's on the brick pavers. We had planned to have him in the same place this weekend because I wasn't aware that there was an event planned for that date in the container.

Would Main Street consider a donation to the Tri-Cities Arts Alliance since we're spending a significant amount on marketing for that date?

As a side note, there wasn't any communication to us that the Alley would be shut down for the Free Art event in September and it is a public right of way where we do trunk delivery as part of our business. We were able to work around it for that afternoon, but it would have been nice to have been consulted or informed that we would not be able to use it during our regular business hours.

Thanks,
Alexia

From: Bianca Howard <bhoward@hapeville.org>
Sent: Wednesday, October 6, 2021 12:51 PM
To: Alexia Ryan <owner@beergirlatl.com>
Subject: Art Box in Alley

Hi Alexia,

I hope you are well. I left a voicemail earlier this week, but just wanted to confirm you received it.

As you are probably aware, Main Street has an event this Saturday as well. While there shouldn't be any conflict between the two events, I am requesting that the entryway of the Art box is cleared so that attendees from both events will have access to view the photography exhibition inside of the Art box. Please let me know if there are any concerns. Looking forward to both events having a great turnout!

Bianca Howard, MPA
Main Street & Grants Coordinator
City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354
404-669-8269
Hapeville Main Street Facebook Page

Alexia Ryan

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Thursday, August 5, 2021 12:24 PM
To: 'Tim Young'
Subject: RE: Some alcohol license enforcement concerns.

That's fine. Thank you and enjoy your trip.

From: Tim Young <TYoung@hapeville.org>
Sent: Thursday, August 5, 2021 10:15 AM
To: Alexia Ryan <owner@beergirlatl.com>
Subject: RE: Some alcohol license enforcement concerns.

I am going out of town for meetings. To fully answer your questions I will respond after my return next week

Tim Young, CPA
Direct 770-462-2988
Mobile 678-613-6478
Hapeville
georgia

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Wednesday, August 4, 2021 4:48 PM
To: Tim Young <TYoung@hapeville.org>
Subject: RE: Some alcohol license enforcement concerns.

I do not have the name of the vendor. I would expect the Rec department would have that since they organized the event.

I took a look at the meeting for the alcohol license for Blendz, and the minutes state that "there will be a food truck on site", and in the meeting the owner stated that they had a contract with GoodAzzFood; was that contract provided to the City? The ordinance section (5-6-5) for food truck collaborations limits the sale of alcohol to "within two hours of the time period that the food truck is offering the sale and service of food" but I have not seen any food trucks there at all. Is there currently a food truck permitted with the City to serve there?

The reason that the section for food truck collaborations was added was because there was no classification that allowed for a business to sell distilled spirits without also selling and serving food, and, at the time, there was a potential to do something like Truck & Tap (which has several locations) where the bar was permanent but a variety of food trucks would regularly be onsite to comprise the required food sales percentages. The sitting members of Council were very concerned that there be adequate food sales to support the drink sales so such language was added. Section (5-6-12), which is specific to on-premise consumption under 2,000 square feet, states that "(c) All general provisions set forth in article six shall apply fully to on-premises consumption under 2,000 square feet licensees, except such licensees shall only be required to:(1)Serve one meal per day;(2)Be open for service five days a week; and(3)Have at least 40 percent of its receipts come from the sale of food." Does that mean that the food reporting section 5-6-7, which is specific to restaurants, does or doesn't apply to Blendz, which doesn't fit the definition for a restuarant? Would Corner Tavern or Sombreros be allowed to shut down their kitchens on Friday and Saturday if they'd already made their food percentage for the week or would they be held to serving two meals a day? Are there any other places in Hapeville licensed to sell distilled spirits without having a kitchen onsite?

I do believe that this applicant was being dishonest in their application (i.e. the contract with GoodAzzFood and/or the agreement with a restaurant) and continues to operate outside of the specifications of the ordinance, but I am also

concerned that the ordinances as they stand are not easily understood nor are they being enforced. Does code enforcement regularly check to see that meals are being served daily? With the rise of food delivery services are those services sufficient to constitute food sales and what agreements, contracts or reporting would be required? Same question if they are collaborating with a restaurant. If food truck courts are required to have agreements with food trucks and require that those trucks be permitted in the City, are we requiring the same documentation for alcohol licensees that do not have a kitchen?

From: Tim Young <TYoung@hapeville.org>
Sent: Thursday, July 29, 2021 4:49 PM
To: Alexia Ryan <owner@beergirlatl.com>
Subject: RE: Some alcohol license enforcement concerns.

Seafood/Jazz
Do you have the name of the vendor from the Seafood/Jazz night?

Blendz
The required percentage of food sales for establishments with this level of permit. There is not a requirement that the food be prepared on site, but that a minimum of 30% of the sales is food.
It is my understanding that food is ordered and delivered, or prepared and sold. We will evaluate the information provided by the operation.

Tim Young, CPA
Direct 770-462-2988
Mobile 678-613-6478
Hapeville
georgia

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Thursday, July 29, 2021 4:32 PM
To: Tim Young <TYoung@hapeville.org>
Subject: Some alcohol license enforcement concerns.

Hi Tim,

I'm hoping you can shed some light on a couple of things I have heard lately regarding alcohol licenses:

First, I have heard from several folks that the Blendz Hookah Bar on South Central was granted an alcohol license from the City but doesn't serve food. Can you confirm whether this is the case and under what circumstances that might happen?

Also, it seems that there was an alcohol vendor at the recent Seafood and Jazz night in Jess Lucas Park that was selling alcohol without a city or state permit, and I was told that the vendor was from outside of Hapeville?

If you could help clear up these concerns, it would be much appreciated.

Best,
Alexia

Alexia Ryan
owner@beergirlatl.com

587 N Central Ave
Hapeville, GA 30354
(404) 425-9657

Tuesday - Saturday 12pm - 7pm
Closed Sunday & Monday

3 – Unresolved Claim against Susan Bailey for Property Damage

As you all are likely familiar with our claim against Susan Bailey, we will refrain from repeating all of the details. As it stands right now, we sent a demand letter to Susan Bailey because she repeatedly ignored our requests to return our property and pay for any damage that she caused. We do still intend to sue her for the damages to our inflatable, however, it is no longer clear to us whether our suit is with her or with the City of Hapeville. We have security camera footage of her climbing a stepladder and using a broom handle to pull our Christmas inflatable down from a roof where it was positioned and weighted down, so there is no question that she damaged it. Further, we contend that regardless of what she was doing at the time, she had no permission, sought no permission, sought no assistance, and intentionally removed property that was not hers from property that was not hers, and then locked it inside a building that is not accessible to City staff without mentioning that she had done so to anyone until such time as the security camera footage of her removing it was posted several days later. Even then, she did not inform any City Staff members of its whereabouts, but directly phoned the Chief of Police. Further, we do believe that this was malicious and intentional, though it should be stated that she denies this and Chief Glavosek refused to recognize any criminal intent, so we have resorted at this time to pursue the case civilly (as Chief Glavosek told us was a potential remedy in his email on 1/2/2022.)

01 01 2022 835pm email Chief Glavosek to Beer Girl

On March 1, 2022, we received a letter from Susan Bailey's personal attorney that stated that she was acting in her capacity as a city board member when she damaged our Christmas inflatable. Generally, we wouldn't expect to hear from someone's private attorney but rather the City Attorney's office, if they were acting on behalf of the City, so you can imagine how that might be confusing. So, we are requesting official, written, clarification as to whether she was acting in "her capacity as Main Street Vice Chairman" "managing the shipping container" when she damaged our property and whether the City will be assuming liability and negotiating a settlement on her behalf or not.

Despite being fully funded by the City, the City Ordinances do not list the Main Street Board as a City Board or commission and as the members are not appointed by Mayor and Council it seems unclear whether even the Ethics Code applies to them (its definition of city official: "'City official,' unless otherwise expressly defined, includes individuals appointed by the mayor and city council to all city commissions, committees, boards, task forces, panels, authorities, or other city bodies unless specifically exempted from this section by the city council.") So, we have the following questions:

- Regarding the status of the Main Street Board:
    - Is the Main Street Board a City board?
    - Why isn't it defined or mentioned in the City Ordinances?

- Are the Main Street Board members subject to the Ethics Code as defined in the City Ordinances?
- Can Council remove a Main Street Board Member for any reason? If so, by what process, and if not, why not?
- Are there policies or procedures documents that define what activities a board member, Main Street or otherwise, may perform in the name of the City?
- Are board members trained on what conduct is expected of them as representatives of the City?
- Are city staff, city officials, or city board members expected to remove trash or other objects from city-owned property?
- Are city staff, city officials or city board members expected to remove trash or other objects from the rooftops of a city-owned building?

- Regarding the authorization of the Main Street Board to "manage" the Arts Alley shipping container:
  - Does the Main Street Board have written permission to use the Arts Alley Arts Space container?
  - What staff position or authority issues permission for use of the Arts Alley container?
  - Do other city boards need to have written permission to use the Art Space containers?
  - What city staff members are responsible for the maintenance of the Arts Alley container?
    - What tasks, duties or obligations are performed by those staff members?
    - Who is responsible for the objects that are piled behind the shipping container, including large easels, ladders, and other various debris?
  - Who has keys to the Art Spaces?
  - Did the Main Street Board fund the Art Spaces?
  - Did the Main Street Board fund the Alley paving?
- Regarding the city's liability for Susan's damage to our property:
  - If a City staff member damaged a private party's property that was located on city grounds, would the city pay to repair or replace the property?
  - Would accidental damage be treated differently from malicious damage?
  - Would the employee be penalized or disciplined?
  - Do any of the above three questions apply to City Board Members?
  - Is it customary for a city board member to employ their own attorney to respond to legal correspondence for city matters?
  - Will the City be representing Susan Bailey in a settlement negotiation for the property damage that occurred as a result of the incident on December 17th, 2021?

Alexia Ryan

From: Rick Glavosek <rglavosek@hapeville.org>
Sent: Saturday, January 1, 2022 8:35 PM
To: Alexia Ryan
Subject: Re: Beer Girl's Missing Santa inflatable

Good evening Eric and Alexia,
I don't recognize any criminal intent. As such, there will be no additional police action with this incident. If you wish to seek restitution for damages, that should be done in civil court. If there is anything else I can assist with, please let me know.
Respectfully,
Chief Glavosek

Get Outlook for iOS

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Friday, December 31, 2021 5:37:19 PM
To: Rick Glavosek <rglavosek@hapeville.org>
Subject: FW: Beer Girl's Missing Santa inflatable

Chief Glavosek,
The City Manager returned the inflatable to us this afternoon, but unfortunately when we plugged it in to check whether it worked, we discovered that the fan mount was broken to the point that it will not inflate and is no longer usable. And, without being able to inflate it, we are unable to determine whether the animation (Santa's waving arm) is still functional, though it seems very unlikely. We are attaching photos of the fan mount and the original box of the item so that you can see the parameters we are using to determine its replacement value.

At this point, we are looking at a total replacement of an item that isn't made anymore, so we have been trying to find something that is for sale that is comparable. Our criteria for this:

- At least 15.5' long inflatable
- Lights up
- Animated in some way, waving arm or otherwise
- Santa and Reindeer

There are very few options available that meet all the criteria, and the closest match is up for auction on ebay right now with a current bid of $520 plus shipping. It still has a couple of days left so will likely go higher. We have included screenshots and links below.

Since there is no question that Susan intended to pull the inflatable from the roof of the building (we never established whether you had seen it or not, so here is a link to the video posted on social media https://www.facebook.com/erik.lewis.161/posts/10227107782300083) we feel as though this is a level of property damage that needs to be pursued by the police. And, since she turned it over to the City Manager sometime after our initial email to you and her instead of returning it to us and making restitution when she knew it was ours, we still assert that she had no intention of returning it to us at all, making a good case for theft by taking.

Please let us know how you would like to handle this.

https://www.ebay.com/itm/294666219707?hash=item449b79b0bb:g:cjkAAOSwmOVhyN2f
An ebay item that is 16' long and animated with a current bid (as of 4pm, 12/31/2021) of $520 plus $24.95 shipping

https://www.ebay.com/itm/185170730247
A 17.5' wide Santa and Reindeer inflatable that is NOT Animated for $799.99 plus $42.19 shipping.

https://www.amazon.com/Christmas-Colossal-Airblown-Inflatable-Decoration/dp/B01N7JDKP7/
A 16' wide Santa and Reindeer inflatable that is NOT Animated for $339.99 plus $15.16 shipping

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From: Tim Young <TYoung@hapeville.org>
Sent: Thursday, December 30, 2021 10:26 PM
To: Alexia Ryan <owner@beergirlatl.com>
Cc: Rick Glavosek <rglavosek@hapeville.org>; Lee Sudduth <lsudduth@hapeville.org>
Subject: RE: Beer Girl's Missing Santa inflatable

Good evening.
It is clear my motivations and leadership style are different than yours. That can be a different discussion I would be happy to have. You will have the inflatable tomorrow if you are open. As for the video, I prefer to see

with my eyes, ask questions based on what I see, make my own judgements. You are correct. You have no requirement to send me a copy. I'll cease from asking.

Tim Young

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Alexia Ryan <owner@beergirlatl.com>
Date: 12/30/21 9:46 PM (GMT-05:00)
To: Tim Young <TYoung@hapeville.org>
Cc: Rick Glavosek <rglavosek@hapeville.org>, Lee Sudduth <lsudduth@hapeville.org>
Subject: RE: Beer Girl's Missing Santa inflatable

Tim,

If you'll refer back to our original email, you will see that it was sent only to Chief Glavosek and Susan. In that email, we did ask Susan directly to return our property to us and compensate us for any damage that she may have caused, and we have asked for the same in every subsequent email. It looks as though at some point her email address was removed from the replies, but that was not done by us. Needless to say, we still do not have the inflatable, nor have we been able to inspect it for damage or determine whether it needs repair or replacement. From our perspective, this is a very simple matter that could (and should) have been resolved without your involvement.

We acknowledge that you did request we forward the security footage to you, however, we only offered to show it to the Police Chief to refute the assertion that any removal was accidental. If you can explain to us why you want it, what you intend to do with it and what bearing you think it has on the matter, we may consider your request; though as a private business, we have no requirement to comply.

We also acknowledge that you requested us to share with you if notice was given to "the City" regarding the inflatable, which we believe our previous email addressed sufficiently by pointing out that there is no actual process nor enforcement of any Council approvals granted, but we will humor you. The first dated picture that we have found of the inflatable on the container was December of 2017, so if we have any written evidence of permission it would be via email from long ago, and we're not sure we could find it even if we wanted to spend the time looking. With the exception of last year, because of COVID, we have been putting it up every year until at least after we return from Christmas. As far as we know, ownership of the container hasn't changed in that time and we have never been asked to remove it or not put it up, and any authorization since that point would have been verbal with City officials. And yet, it is irrelevant because the question isn't whether the City would have the right to remove it, of course, they would, but that Susan Bailey did not have the right to remove it and that is what happened. You seem to be conflating what Susan is allowed to do with what City staff is allowed to do. Had she simply called Community Services, this would be a much different discussion.

We still do not understand why you would offer to pay for damage caused by a private citizen doing something she shouldn't be doing. We have assumed that you had no role in this so it is confusing that you would make that offer. And whether she asked you to do so or not isn't something that we have knowledge of, but we would guess that you would not offer to do so if she were not on a City board nor a former Council member. We can only infer what you might mean about a "potential powderkeg" but it seems like you're just afraid to challenge Susan's belief that she can do whatever she wants on City property, or specifically the Arts Alley?

As to your concern about intent, it's our understanding that for theft by taking all that is necessary to prove is that she unlawfully took the property (which the video shows) and that she did not intend to return the property, which can be quickly done via the timeline of when she told anyone where she put it. Susan only informed anyone where she had locked up the inflatable after the security footage was posted online, and several days after she had locked it there. Had she intended to return it to its rightful owner, whether that was us or the City, she did not inform anyone that it was there during that several day time span. I have a hard time believing that Susan would change a lightbulb on her own

without calling Community Services to do it, so it is hard to believe that she would go through all the trouble of pulling down an inflatable if she didn't intend to remove it and an even harder to believe that she wouldn't bother calling Community Services to let them know if she thought it was theirs and she did, in fact, intend to return it. Regardless, we are confident that the video footage, the timeline of events, and the statements made by Susan herself would be compelling enough to any court, otherwise, we wouldn't be pressing the issue. We invite you to test that.

Otherwise, please refer to the requests in our previous email.

Erik & Alexia

From: Tim Young <TYoung@hapeville.org>
Sent: Thursday, December 30, 2021 3:33 PM
To: owner@beergirlatl.com
Cc: Rick Glavosek <rglavosek@hapeville.org>; Lee Sudduth <lsudduth@hapeville.org>
Subject: Re: Beer Girl's Missing Santa inflatable

Erik and Alexia
Thank you for your response. There are a few things I want to address, ask.

1. Is it possible to forward the footage of the incident to me? I asked this in a separate email included below) Tuesday evening. If it cannot be sent, I will be glad to come and look at it.
2. I also asked if there were notice given to the City re the inflatable and placing it on the container. I still do want to see that.
3. I want to make it patently clear no one "had" nor "requested" nor "suggested" that this City Manager personally pay for any damages. This was completely a Timothy B Young decision at no one's request, just to be absolutely clear.
    a. I can understand where from one point of view, it can look like "condoning" of action.
    b. I would hope from a leadership point of view, it can be seen or understood as I (personally) looked at a potential powderkeg and I made a personal decision to take steps to avoid a match being thrown onto it.
4. I do have an issue with the label and "charge" of "theft by taking" – and that issue has nothing to do with the "who", it has to do with the intent.

Under O.C.G.A. § 16-8-2, a person commits a theft by taking when he or she "unlawfully takes, or being in unlawful possession therefor, unlawfully appropriates the property of another with the intention of depriving him of the property, regardless of the manner in which the property is taken or appropriated."

Lastly, it is your right to request Susan make the return. If that is the case, you should make that request of her directly. If the issue is to have the inflatable returned, I have offered to and can make arrangements to deliver it to you. Regarding a police report, I am sure that the complaint has been documented. And yes, there will be additional guidance on the use of the alley. I will address that in a separate communication so as not to muddy the waters of the inflatable issue

I look forward to your reply.

Tim Young, CPA
Direct 770-462-2988
Mobile 678-613-6478

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Thursday, December 30, 2021 12:57 PM
To: Rick Glavosek <rglavosek@hapeville.org>; Tim Young <TYoung@hapeville.org>
Cc: Lee Sudduth <lsudduth@hapeville.org>
Subject: RE: Beer Girl's Missing Santa inflatable

Thank you Chief.

Unfortunately, last Friday was not the day that Ms. Bailey removed the inflatable. It was, however, the day we posted a cropped version of our security footage (which excluded the date/time) on our social media channels, asking for help to identify her. So it appears, at least to us, that when she became aware that there was video of her removing something that didn't belong to her from someplace that doesn't belong to her, she attempted to use her political connections to avoid any legal consequences for her actions.

Honestly, we should not have expected Susan to do the right thing and return the inflatable, because we do not believe that she didn't know who it belonged to in the first place or that she didn't think she had every right to remove it from the shipping container. But that is exactly where the problem is: whether she served decades on City Council or whether she's President of every City Board, she does not have the right to remove anything that doesn't belong to her from property that isn't hers. Having the direct number to the Chief of Police doesn't make it legal, nor does having the City Manager offer to pay for any damage that she may have caused. What that looks likes is that the City Manager is condoning, and even financially supporting, the harassment of a long-standing business by a volunteer, appointed, City Board Member.

We would, again, request that Susan, the person who removed our property, return it to us and compensate us for any damage that would be likely to happen as a result of pulling it off of a roof with a broom handle. This seems like the least that someone would do if they "accidentally" damaged property that didn't belong to them. It is also probably not something that people who are not former Council Members would have the option to do if they were caught on video removing/taking/damaging some property that was not their own.

And, again, we will ask that a full police report be made about this incident, specifically so that we formally document Susan's behavior towards our business. Whether the City chooses to press charges or not is not for us to say, though perhaps a misdemeanor theft by taking charge would convince Ms. Bailey to stop needlessly bullying people and businesses. In October we informed Tim, in writing, that we would no longer tolerate inappropriate behavior from any of the Main Street Board members, and that seemed to do nothing, so now we will need the police to do their job and document what actually happened.

Lastly, we will request that the City Manager's office implement and enforce a formal process for use of the Arts Alley. As happened in October for LocalMotion, even explicit permission granted unanimously by City Council did not convince Ms. Bailey, nor the rest of the Main Street Board members, that they didn't have exclusive use of the Arts Alley Container and all adjacent property at all times. That created an embarrassing situation for the City and we were asked by the City Manager to allow them to continue with their unapproved event, which we did, moving our food vendor to an alternate location. Rather than that being the end of things, they have continued to hold events that block the public right away in the alley without Council approval and without notifying us in advance, the only business that is inconvenienced by them doing so. This cannot be allowed to continue.

Thank you for your time and attention to this matter. In the seven years that we have been here, we have never had an issue with anyone stealing from our business and every time we have phoned the police we have had exceptional response time and customer service from all of the officers we've encountered. We have no interest in taking up more time on such a petty matter, but we are sure you can understand the need to document the escalating behavior of someone who clearly has a bone to pick and a tendency to bully those around her.

From: Rick Glavosek <rglavosek@hapeville.org>
Sent: Wednesday, December 29, 2021 9:18 AM
To: Tim Young <TYoung@hapeville.org>; Alexia Ryan <owner@beergirlatl.com>
Cc: Lee Sudduth <lsudduth@hapeville.org>
Subject: Re: Beer Girl's Missing Santa inflatable

Good morning,
If I recall correctly, it was last Friday.

Get Outlook for iOS
From: Tim Young
Sent: Tuesday, December 28, 2021 10:30 PM
To: Alexia Ryan owner@beergirlatl.com; Rick Glavosek rglavosek@hapeville.org
Cc: Lee Sudduth lsudduth@hapeville.org
Subject: RE: Beer Girl's Missing Santa inflatable

If you would forward the footage to me, I would appreciate it.

Sent from my Verizon, Samsung Galaxy smartphone

From: Tim Young
Sent: Tuesday, December 28, 2021 10:47 PM
To: Alexia Ryan owner@beergirlatl.com; Rick Glavosek rglavosek@hapeville.org
Cc: Lee Sudduth lsudduth@hapeville.org
Subject: RE: Beer Girl's Missing Santa inflatable

Also, would you be kind enough to forward me the request made to the City to use City space for the Santa and sleigh.
I presume your request for a guarantee of compensation does not require Ms. Bailey to compensate. I personally guarantee to pay any damages.
I can meet you tomorrow or Thursday to return the decoration.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Alexia Ryan <owner@beergirlatl.com>
Date: 12/28/21 9:41 PM (GMT-05:00)
To: baileysa@bellsouth.net, Rick Glavosek <rglavosek@hapeville.org>
Cc: Tim Young <TYoung@hapeville.org>, Lee Sudduth <lsudduth@hapeville.org>
Subject: RE: Beer Girl's Missing Santa inflatable

Chief,

If you can please provide us a specific date that Susan called you we may be willing to overlook this matter. But, as it stands, "accidental" removals do not usually require the assistance of stepladders or brooms

and both City Hall and Community Services are close enough to pop in an inquire about any concern over uninflated decorations. Susan has admitted to removing property that did not belong to her and had no authorization to do so, and unless there is evidence that she contacted anyone at the City about determining its ownership, this still clearly seems like theft by taking. If you would like to see the security camera footage, we are happy to share it.

We will reiterate, if Susan returns our property to us and compensates us for any damage that she may have caused to it, we will not press this issue any further.

Erik & Alexia

From: baileysa@bellsouth.net <baileysa@bellsouth.net>
Sent: Tuesday, December 28, 2021 5:28 PM
To: 'Rick Glavosek' <rglavosek@hapeville.org>; 'Alexia Ryan' <owner@beergirlatl.com>
Cc: 'Tim Young' <TYoung@hapeville.org>; 'Lee Sudduth' <lsudduth@hapeville.org>
Subject: RE: Beer Girl's Missing Santa inflatable

Great news, glad to get it back to its owner. Since it was on city property I figured it belonged to the city and they had forgotten it was there since it wasn't inflated. I will be there Friday from 11:30 to 1:30, or you can contact Bianca if you want to pick up prior to Friday, as it is my understanding she has a key. Let me know.

From: Rick Glavosek <rglavosek@hapeville.org>
Sent: Tuesday, December 28, 2021 3:49 PM
To: Alexia Ryan <owner@beergirlatl.com>; baileysa@bellsouth.net
Cc: Tim Young <TYoung@hapeville.org>; Lee Sudduth <lsudduth@hapeville.org>
Subject: RE: Beer Girl's Missing Santa inflatable

Good afternoon Erik and Alexia,

I did receive a call from Susan the other day, where she explained that she accidently pulled a holiday ornament off of the shipping container in the alley. She explained that she wasn't able to put it back herself, so she secured it in the container for safekeeping. My plan was to let community services know, so they could retrieve it. However, it sounds like you're advising the ornament actually belongs to you. If that's the case, I'm sure it can be arranged to have it returned.

From a police perspective, there is no crime, so the only report we will have on file is a miscellaneous report of officer Colleran's response. I have copied the City Manager, Tim Young and the Community Services

Director, Lee Sudduth on this email so that everyone can be aware of the event and assist in the safe return of your ornament.

Respectfully,

Richard M. Glavosek

Chief of Police,

Hapeville Police Department

(404) 669-2150

From: Alexia Ryan <owner@beergirlatl.com>
Sent: Tuesday, December 28, 2021 3:22 PM
To: baileysa@bellsouth.net; Rick Glavosek <rglavosek@hapeville.org>
Subject: Beer Girl's Missing Santa inflatable

Chief Glavosek, Susan,

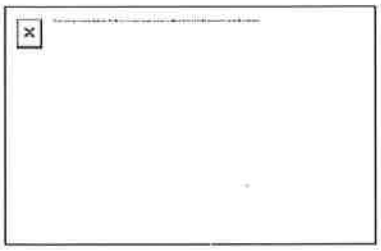
This afternoon Officer Colleran informed us that our Santa inflatable was removed by Susan Bailey and that she informed you, Chief, that she didn't know what it was until it was removed.

Susan doesn't work for the City, doesn't own the inflatable that she removed, nor does she own the property that she removed the inflatable from. She then went on to lock the inflatable inside of a building that City employees do not have keys to, which seems like a clear case of theft by taking. As Susan has been a customer in the past and as the inflatable was in view of the security cameras from our shop, which was open while she removed it, we are surprised that she simply didn't ask us if it was ours.

If Susan returns our property to us and compensates us for any damage that may have occurred to it as a result of her removal, and if some documentation of her call to the Chief at the time that this happened can be provided, we will not insist on taking this any further. We will, though, ask that a full police report be provided with these details so that nothing like this happens again in the future.

Erik & Alexia

owner@beergirlatl.com



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Tuesday - Saturday 12pm - 7pm

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