

Mayor and Council Session

700 Doug Davis Drive
Hapeville, GA 30354

March 3, 2020 6:00 PM

Agenda

1. Call to Order
2. Roll Call
Alan Hallman
Mike Rast
Travis Horsley
Mark Adams
Chloe Alexander
3. Welcome
4. Pledge of Allegiance led by Domino Claborn (Troop 79) and Simon Peter Rockett (Troop 597)
5. Invocation
6. Public Hearing

6.I. Consideration and Action on Amending the Food Truck Regulations in the A-D Zone - 2nd Reading

Background:

Food trucks can provide increased traffic for local businesses, provide residents with walkable recreational activities, and help promote the City of Hapeville's distinct sense of place. In addition to the uses allowed in section 11-11-9 - *Regulation and licensing of mobile food vendors*, the City allows private food truck courts within the AD, Arts District overlay. The current conditions are designed to keep the operators of food truck courts accountable and to ensure the courts are viable. However, their restrictive nature has prevented businesses from pursuing the necessary certification.

The proposed text amendment would restructure the food truck court section of the Code to better reflect contemporary trends in food truck courts and, more broadly, outdoor public events.

The Planning Commission considered this item on December 12, 2019 and recommended approval.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Ordinance - Text Amendment A-D Food Truck
2. Planner's Report Text Amendment A-D Food Truck Revision v2
3. MINUTES - 12-12-2019
4. Legal Adv - 02-18-2020 A-D Food Trucks

7. Questions on Agenda Items

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

8. Consent Agenda

8.I. Approval of Minutes - February 4 and 18, 2020

8.II. Approval of Executive Session Minutes - February 4 and 18, 2020

8.III. Consideration and Action to Purchase Extrication Equipment to Replace the Current Equipment in Fire Department

Background:

The Fire Department is requesting to purchase a set of extrication equipment to replace the current equipment. The current extrication equipment is over 15 years old and the manufacturer does not make parts for the tools anymore. Currently the fire department is using loaner equipment for Georgia Fire & Rescue Supply while our tools are out of service. The Fire Department staff has reviewed and tested extrication equipment from the two manufacturers Hurst and Holmatro. The Fire Department is requesting to purchase a set of demo Holmatro extrication tools to replacement of the current extrication equipment at the cost of \$25,474.00. This is currently budgeted within our Fiscal 2020 budget.

Documents:

1. Georgia Fire Rescue Supply demo tools

9. Old Business

10. New Business

10.I. Consideration and Action on Request from Dominique Magazine to Use Jess Lucas Park on September 5, 2020 from 12-6PM for the Inaugural Men's Festival and to Hang Banner on Park Fence

Background:

The purpose of the Inaugural Men's Festival is to provide a day for men of all backgrounds to enjoy a day of brotherhood, fellowship, empowerment, and excitement. The event will feature family-friendly activities for children, a resource fair, health screenings, on-site business consulting and resume critiquing, and much more. The event will feature a business expo of small businesses and non-profits along with live entertainment/music.

Dominique Magazine is partnering with organizations such as the Georgia Prostate Cancer Coalition to help raise awareness about the disease. The attendees are encouraged to wear either blue shirts or blue jean shorts/pants to the event. They will celebrate fathers and men who are leading in the community.

The organization is requesting to hang an 8x8 banner on the park fence from August 5 to

September 5 to help promote the event. Approximately 200 people are expected to attend.

Documents:

1. Dominique Mag Men's Festival (002)
2. Event Request Form

10.II. Consideration and Action on Organizational Chart Ordinance - 1st Reading

Background:

Attached for consideration and action is an updated organizational chart. The updated chart includes three full-time new positions, a museum manager, custodian, and a utility specialist.

Depot – Museum Manager

Currently the depot is becoming more of a destination and a full-time presence is key to affording expanded growth and opportunities for viewership.

Parks and Recreation – Custodian

With the increased tourism, increased visibility of Hapeville and increasing usage of our parks, we need an additional staff for park maintenance, scheduling, monitoring, and cleaning.

Finance/Utilities – Specialist

With the new billing system, we have an increased need for monitoring reports, updating records, and processing the results. We are initially testing if a current staff member can perform sufficient function part time in Utilities and part-time in Finance Customer Service. If the workload is too much, we will need to fill this opening. If the current staffing can accommodate, we will leave the position unfilled.

All three positions were included in the mid-year budget adjustments. Staff respectfully requests Mayor and Council waive first reading of ordinance.

Documents:

1. Ordinance - Organizational Chart Update
2. 2020 Organizational Charts

10.III. Consideration and Action on Mutual Non-Disclosure Agreement with Electrify America, LLC

Background:

Over a 10-year period ending in 2027, Electrify America plans to invest \$2 billion in ZEV infrastructure, access, and education programs in the United States, providing support to current electric vehicle owners and those interested in learning more about the benefits of driving electric vehicles. With the Atlanta metropolitan region being one of the largest EV markets outside of California, Electrify America is actively looking for locations to install car charging infrastructure. By locating ultra fast-charging infrastructure in Hapeville, clientele will

be able to charge their electric cars, enjoy the local business/restaurant/retail scene, and continue the journeys around the region.

Attached for consideration and action is the mutual non-disclosure agreement with Electrify America, LLC, allowing the City and Electrify America to explore options for participation within the City.

Documents:

1. City of Hapeville - MNDA 2-18-20 v2 clean

- 10.IV. Discussion Initiated by Councilman Alexander to add a handicap parking spot on N. Central for easier access to Chapman Drugs

Background:

Numerous citizens have raised concerns because of the lack of a handicap parking space heading westbound on N. Central Avenue west of N. Fulton Ave. Crossing the street presents a hazard for patrons of Chapman Drugs who must park on the eastbound side of N. Central Ave and cross two lanes of traffic. A handicap spot on the opposite side of the street would leave motorists with only one lane of traffic to cross if they are driving, or directly onto the sidewalk if they are a passenger.

- 10.V. Discussion Initiated by Councilman Alexander to remove or retrofit the pews of the Historic Christ Church to accommodate additional uses

Background:

The Christ Church is a city-owned facility that is available for special events. However, its usefulness as a fully functioning event space is limited due to the pews, which are not original to the building. The removal or retrofitting of the pews to allow for easy removal would allow the space to be utilized as a multipurpose space.

11. City Manager Report

12. Public Comments

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

13. Mayor and Council Comments

14. Executive Session

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

15. Adjourn

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

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

3
4 **ORDINANCE NO. _____**
5

6 **AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 28 (“A-D ZONE**
7 **(ARTS DISTRICT OVERLAY”), SECTION 93-28-2 (“DEFINITIONS”) AND SECTION**
8 **93-28-12 (“USE SPECIFIC STANDARDS”) OF THE CODE OF ORDINANCES, CITY OF**
9 **HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL**
10 **CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO**
11 **PROVIDE FOR OTHER LAWFUL PURPOSES.**

12
13 **WHEREAS**, the Mayor and Council shall have full power and authority to provide for the
14 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
15 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
16

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

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

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

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

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

34 **WHEREAS**, the governing authority of the City finds it desirable to amend and update the
35 food truck regulations in the A-D Zone.
36

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

40 **Section One.** Chapter 93 (Zoning), Article 28 (A-D Zone (Arts District Overlay)), Section
41 93-28-2 (Definitions) of the City Code of Ordinances is hereby amended by striking the section in
42 its entirety and inserting in lieu thereof the following language:
43

44 *Arts.* The interpretation of imagination and creativity in a physical form or
45 performance.

46 *Art gallery.* An establishment that engages in the sale, loan or display of paintings,
47 sculptures, photographs, video art or other works of art. "Art gallery" does not include a
48 cultural facility such as a library, museum or non-commercial gallery that may also display
49 works of art or an arts studio.

50 *Art center.* A facility whose mission is to promote the arts and make them available to the
51 public. An arts center may hosts art exhibits and shows, provide studio space for the use of
52 artists and engage in public education and exposure to the arts.

53 *Art use.* Creation or assembly of visual art, including two- and three-dimensional works of
54 fine art or craft, or other fine art objects created or assembled for purposes of sale, display,
55 commission, or trade by artists or artisans. Art use may also include classes held for art
56 instruction.

57 *Artist studio.* An area in a building used for creation, production, rehearsal, study or
58 teaching of any visual art or craft, including but not limited to painting, drawing, graphic
59 design, photography, video, film, sculpture and pottery; written works of fiction or nonfiction;
60 or any performing art, whether for live or recorded performance, including music, dance and
61 theater. "Artist studio" may include performance space related to classes taught on-site and
62 recording studios; a studio for artisan related crafts, such as small scale metalworking,
63 glassblowing, furniture making, pottery, leather craft and similar activities. "Artist studio" may
64 also include accessory sales of art produced on the premises.

65 *Artist.* A person who practices one of the fine arts, design, graphic, musical, literary,
66 computer, or performing arts; or a person whose profession relies on application of these skills
67 to produce a creative product. The term includes, but is not limited to, individuals who practice
68 visual arts, such as painters, print makers, illustrators, sculptors, potters, jewelry makers, glass
69 makers, craft artists and photographers; performing arts, such as musicians, composers,
70 playwrights, choreographers and dancers; literary arts, such as creative writers and literary
71 translators; architecture and design, such as architects, landscape architects, engineers, urban
72 designers and planners, interior designers and decorators, industrial designers, graphic
73 designers and fashion designers; and media arts, such as filmmakers, video and audio artists
74 and web-based designers.

75 *Consignment store.* An enclosed retail establishment, whether operated by a for or not for
76 profit organization or entity, engaged in selling used merchandise, such as clothing, furniture,
77 jewelry, books, shoes, or household appliances, etc., on consignment. Consignment stores do
78 not include those selling vehicles, auto parts, scrap, or waste.

79 *Drive-through.* Any facility that may be accessed directly by means of a motor vehicle for
80 transacting business.

81 *Entertainment, live.* Any musical act, including karaoke; theatrical act, including a play,
82 revue or stand-up comedy; dance; magic act; disc jockey or similar activity performed live by
83 one or more persons, whether or not for compensation or an admission charge.

84 *Food truck.* A motorized vehicle or trailer drawn by a motorized vehicle used to prepare
85 and sell food to the public directly from the vehicle or trailer. Food trucks are Mobile Food
86 Vendors and shall follow all requirements of Section 11-11-3.

87 *Food truck court.* An area designated in a private parking lot for hosting food trucks,
88 subject to the requirements of Section 93-28-12 and the Mobile Food Vendor requirements of
89 Section 11-11-3.

90 *Food truck vendor.* Any person or entity that prepares and sells food from a food truck in
91 a designated food truck court or that otherwise operates a food truck in accordance with the
92 requirements of Sec. 11-11-3.

93 *Juried commission.* The commission that determines whether individual(s) are eligible to
94 occupy live-work and artist housing unit(s) in the arts district overlay. The juried commission
95 will consist of five members. Three of these members must be an artist, architect, landscape
96 architect, arts educator, or gallery owner. Lay persons with sufficient knowledge, experience,
97 and judgment who have an interest in public art shall make up the balance of the juried
98 commission. The members of the juried commission shall each be appointed by the mayor and
99 council of the city. Three of the initial five members shall be appointed for a term of two years,
100 and two of the initial five members shall be appointed for a term of three years. Thereafter,
101 each new member shall be appointed for a term of two years.

102 *Makerspace.* An indoor or outdoor facility or both intended to be used by artists as studio
103 and retail space. Makerspaces often combine production, equipment, community, and
104 education for the purposes of enabling participating individuals to design, prototype, and create
105 works that said individuals would have difficulty producing if working alone due to a lack of
106 resources, tools, artistic input, and/or space. Such space may be in a residential, commercial,
107 mixed use or a live/work building and often provides tools for community use. Makerspaces
108 are characterized by consistent design elements, such as high ceilings, large windows, durable
109 surfaces and wide entrances. These spaces are designed to accommodate and foster a variety of
110 creative activities. Makerspaces may also include common space such as galleries, meeting
111 rooms and open space that encourages resident engagement and community involvement.

112 *Microbrewery.* Any establishment where malt beverages are produced or brewed (as
113 further defined and regulated in [chapter 5](#), "Alcoholic beverages," of this Code).

114 *Outdoor arts market.* A temporary event held on private or public property where artwork
115 is offered for sale.

116 *Small power tools.* Hand equipment driven by other than human means. Examples include
117 circular saws, power drills, portable mitre saws, routers, electric belt sanders and wood lathes.
118 Not defined as small power tools are chain saws, mounted mitre saws, band saws,
119 jackhammers and similar power tools.

120 *Thrift store.* An enclosed retail establishment, whether operated by a for or not for profit
121 organization or entity, engaged in selling previously owned or used goods and merchandise
122 from an area greater than 25 percent of the total floor area devoted to retail sales and whose

merchandise is acquired principally by donation. Thrift stores do not include those selling vehicles, auto parts, scrap, or waste.

Section Two. Chapter 93 (Zoning), Article 28 (A-D Zone (Arts District Overlay)), Section 93-28-12 (Use specific standards), Subsection (1) of the City Code of Ordinances is hereby amended by striking the subsection in its entirety and inserting in lieu thereof the following language:

(1) *Food Truck Courts:*

- a. Food truck courts as a primary or accessory use may be established in free-standing commercial parking lots provided that the property owner has given permission for the property to be used as a food truck court, that the property is not zoned Residential, that the lot is paved, and that there are no unoccupied buildings present on the parcel.
- b. Food truck courts may operate accessory to a primary use without a separate occupational tax permit. Accessory food truck courts may operate up to six hours per day, and up to three days per week. If the primary use shares a parking lot with other tenants or property owners, and the minimum parking requirements for all users are greater than the number of spaces provided in the lot, the hosting entity shall obtain written consent from each tenant or property owner prior to operating a food truck court. This consent will be made available to the City upon request. Lack of written consent will constitute violation of the Code and the food trucks will be required to leave the premises immediately.
- c. Food truck courts operating as a primary use shall require a Special Use Permit and shall be required to provide customer restrooms on-site.
- d. All food trucks shall have valid Mobile Food Vendor permits from the City of Hapeville per the requirements of Sec. 11-11-3. Operators of food truck courts shall retain a copy of each food truck's Mobile Food Vendor permit, to be furnished upon request to the code enforcement officer.
- e. Operators of food truck courts shall enter into rental contracts with any food truck vendor, which shall include the specific space being leased. Copies of said contracts shall be furnished upon request to the code enforcement officer.
- f. Food trucks shall not sell or offer to sell any goods, foods, products, or services between the hours of 10:00 p.m. to 9:00 a.m.
- g. Where food trucks are an accessory to a primary use, a maximum of one food truck shall be permitted on a parcel per one-half acre of the parcel's area.
- h. Where food truck courts are a primary use, such courts must provide a minimum of two parking spaces for customer use per food truck in addition to any parking necessary for the use of the food trucks themselves. There shall be no maximum number of food trucks in a food truck court.
- i. No wastes of any kind shall be discharged from a food truck. Trash receptacles shall be provided by the host of the food truck vendor for customers to dispose of food wrappers, food utensils, paper products, cans, bottles, food and other such waste. Such receptacles shall be located no more than ten feet from the food truck. The host of the food truck vendor shall be responsible for removing all trash, litter and refuse from the site at the end of each business day.
- j. Food truck courts must adhere to all requirements of the sign ordinance. No LED strip lighting shall be used in conjunction with any food truck court.

- 167 k. No loudspeakers shall be used for announcements or hawking of products in conjunction
168 with any food truck court.
- 169 l. The property owner and/or landlord may provide limited seating on the food truck court
170 to customers of the food truck vendor(s). Canopies for the protection of customers from
171 the elements may also be provided by the property owner and/or landlord or the food truck
172 vendor(s). Such canopies shall be temporary, shall not exceed an area of 144 square feet,
173 and shall be removed at the conclusion of business.
- 174 m. A minimum distance of 100 feet shall be maintained between any food truck and the
175 entrance to any restaurant.
- 176 n. No food truck shall not be located within any required setback, any sight distance triangle
177 or required buffer. Access aisles sufficient to provide emergency access to any food truck
178 shall be provided.
- 179 o. Sales of articles other than food & non-alcoholic beverages shall be prohibited.

180
181 **Section Three. Codification and Certify.** This Ordinance adopted hereby shall be
182 codified and certified in a manner consistent with the laws of the State of Georgia and the City.
183

184 **Section Four. Severability.**
185

186 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
187 paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment,
188 believed by the Mayor and Council to be fully valid, enforceable and constitutional.
189

190 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
191 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
192 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
193 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
194 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
195 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
196 Ordinance.
197

198 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
199 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
200 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
201 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
202 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
203 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
204 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
205 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
206 effect.
207

208 **Section Five. Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances
209 in conflict herewith are hereby expressly repealed.
210

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

ORDAINED this _____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Crystal Griggs-Epps, City Clerk

APPROVED BY:

City Attorney



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

DATE: November 26, 2019
TO: Adrienne Senter
FROM: Lynn Patterson, Consulting Planner for City of Hapeville
RE: **Arts District Food Truck Court Revision**

BACKGROUND

Food trucks can provide increased traffic for local businesses, provide residents with walkable recreational activities, and help promote the City of Hapeville's distinct sense of place. In addition to the uses allowed in section 11-11-3 – *Regulation and licensing of mobile food vendors*, the City allows private food truck courts within the A-D, Arts District overlay. Food truck courts are allowed as a use accessory to any businesses with adequate parking space and are subject to special conditions. The City must designate such food truck courts as being compliant with the requirements of the Code. The current conditions are designed to keep the operators of food truck courts accountable and to ensure the courts are viable. However, their restrictive nature has prevented businesses from pursuing the necessary certification. Furthermore, some businesses have instead hosted food truck courts without any permission or oversight.

The following text amendment would re-structure the food truck court section of the Code to better reflect contemporary trends in food truck courts and, more broadly, outdoor public events. The new regulations would make operating food trucks courts simpler by removing a layer of bureaucracy while still ensuring such operations are safe and compatible with neighboring uses. They would also allow food truck courts as a primary use requiring a Special Use Permit on any private commercial lot.

CODE

ARTICLE 28 – A-D ZONE ARTS DISTRICT OVERLAY

Sec. 93-28-2. – Definitions.

Update the following definitions to:

Food truck. A motorized vehicle or trailer drawn by a motorized vehicle used to prepare and sell food to the public directly from the vehicle or trailer. Food trucks are Mobile Food Vendors and shall follow all requirements of Sec. 11-11-3.

Food truck court. An area designated in a private parking lot for hosting food trucks, subject to the requirements of Sec. 93-28-12 and the Mobile Food Vendor requirements of Sec. 11-11-3.

Food truck vendor. Any person or entity that prepares and sells food from a food truck in a designated food truck court or that otherwise operates a food truck in accordance with the requirements of Sec. 11-11-3.

Sec. 93-28-12. – Use specific standards,

Subsection (1), Food truck court, will be replaced by the following:

- a. Food truck courts as a primary or accessory use may be established in free-standing commercial parking lots provided that the property owner has given permission for the property to be used as a food truck court, that the property is not zoned Residential, that the lot is paved, and that there are no unoccupied buildings present on the parcel.
- b. Food truck courts may operate accessory to a primary use without a separate occupational tax permit. Accessory food truck courts may operate up to six hours per day, and up to three days per week. If the primary use shares a parking lot with other tenants or property owners, and the minimum parking requirements for all users are greater than the number of spaces provided in the lot, the hosting entity shall obtain written consent from each tenant or property owner prior to operating a food truck court. This consent will be made available to the City upon request. Lack of written consent will constitute a violation of the Code and the food trucks will be required to leave the premises immediately.
- c. Food truck courts operating as a primary use shall require a Special Use Permit and shall be required to provide customer restrooms on-site.
- d. All food trucks shall have valid Mobile Food Vendor permits from the City of Hapeville per the requirements of Sec. 11-11-3. Operators of food truck courts shall retain a copy of each food truck's Mobile Food Vendor permit, to be furnished upon request to the code enforcement officer.
- e. Operators of food truck courts shall enter into rental contracts with any food truck vendor, which shall include the specific space being leased. Copies of said contracts shall be furnished upon request to the code enforcement officer.
- f. Food trucks shall not sell or offer to sell any goods, foods, products, or services between the hours of 10:00 p.m. to 9:00 a.m.
- g. Where food trucks are an accessory to a primary use, a maximum of one food truck shall be permitted on a parcel per one-half acre of the parcel's area.
- h. Where food truck courts are a primary use, such courts must provide a minimum of two parking spaces for customer use per food truck in addition to any parking necessary for the use of the food trucks themselves. There shall be no maximum number of food trucks in a food truck court.
- i. No wastes of any kind shall be discharged from a food truck. Trash receptacles shall be provided by the host of the food truck vendor for customers to dispose of food wrappers, food utensils, paper products, cans, bottles, food and other such waste. Such receptacles shall be located no more than ten feet from the food truck. The host of the food truck vendor

shall be responsible for removing all trash, litter and refuse from the site at the end of each business day.

- j. Food truck courts must adhere to all requirements of the sign ordinance. No LED strip lighting shall be used in conjunction with any food truck court.
- k. No loudspeakers shall be used for announcements or hawking of products in conjunction with any food truck court.
- l. The property owner and/or landlord may provide limited seating on the food truck court to customers of the food truck vendor(s). Canopies for the protection of customers from the elements may also be provided by the property owner and/or landlord or the food truck vendor(s). Such canopies shall be temporary, shall not exceed an area of 144 square feet, and shall be removed at the conclusion of business.
- m. A minimum distance of 100 feet shall be maintained between any food truck and the entrance to any restaurant.
- n. No food truck shall not be located within any required setback, any sight distance triangle or required buffer. Access aisles sufficient to provide emergency access to any food truck shall be provided.
- o. Sales of articles other than food & non-alcoholic beverages shall be prohibited.

Planning Commission Meeting

**700 Doug Davis Drive
Hapeville, Georgia 30354**

December 14, 2019 6:00PM

1. Welcome and Introduction

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

Chairman Brian Wismer and Commissioners Lucy Dolan and Charlotte Rentz were unable to attend the meeting.

2. Approval of Minutes

2.I. November 12, 2019

MOTION ITEM: Larry Martin made a motion, Cliff Thomas seconded to approve the minutes of November 12, 2019 as submitted. Motion Carried: 3-0.

3. New Business

3.I. Future Land Use Map Update

Consideration of a resolution to adopt an update to the Future Land Use Map.

Summary

The purpose of the FLUM is to define areas within the City that are suitable for various land use activities. In 2018, City Council amended the FLUM to change a portion of Hapeville on the northwest edge of the City from High Intensity Mixed-Use to Residential. Council did this to accommodate a small number of single-family detached residences still in the area. However, the area remains primarily commercial in nature, and is currently zoned C-1, Retail Commercial. To reconcile these uses, and to encourage the existing residential community to remain while fostering the uses recommended by the Comprehensive Plan, staff proposes a change to the FLUM for this area from Residential to Low Intensity Mixed-Use.

Public Comment: None.

MOTION ITEM: Larry Martin made a motion, Cliff Thomas seconded to recommend the Mayor and Council approve the Future Land Use Map update to change the northwest edge of the City from Residential to Low Intensity Mixed-Use. Motion Carried: 3-0.

3.II. Zoning Map Amendment

Text Amendment

Consideration of a text amendment to update the zoning map.

Summary

The City is initiating a zoning map amendment for parcels currently zoned C-1, Retail Commercial in the City and are located north of Baker Drive and Cofield Drive, between Sylvan Road and Interstate 85.

The proposed area slated for rezoning is located within a greater mixed-use residential and commercial region, with general commercial uses to the south in the City of Hapeville and a mix of residences and retail commercial uses to the north in the City of East Point and the City of Atlanta. In recognition of the desired redevelopment of this area of Hapeville and in keeping with the vision outlined in the Hapeville Comprehensive Plan (2017), the Future Land Use Map is being updated to identify these parcels as Low-Intensity Mixed-Use. The proposed rezoning will allow single-family development as a permitted use, thus returning the existing residential properties to conformity with zoning.

Public Comment: None.

MOTION ITEM: Cliff Thomas made a motion, Larry Martin seconded to recommend the Mayor and Council approve the Zoning Map Amendment for the properties located at the northwest edge of the City from C-1, Retail Commercial to V, Village. Motion Carried: 3-0.

3.III. Arts District Overlay (Food Trucks)

Text Amendment

Consideration of a Text Amendment to amend Article 28 (A-D, Arts District Overlay) for the purpose of updating the food truck regulations within the A-D Zone.

Summary

The proposed text amendment would re-structure the food truck court section of the Code to better reflect contemporary trends in food truck courts and, more broadly, outdoor public events. The new regulations would make operating food truck courts simpler by removing a layer of bureaucracy while still ensuring such operations are safe and compatible with neighboring uses. They would also allow food truck courts as a primary use requiring a Special Use Permit on any private commercial lot.

Public Comment: None.

MOTION ITEM: Leah Davis made a motion, Larry Martin seconded to recommend the Mayor and Council approve the Arts District Overlay amendment as it relates to food trucks. Motion Carried: 3-0.

3.IV. Arts District Overlay (Residential Uses)

Text Amendment

Consideration of a text amendment to amend Article 28 (A-D, Arts District Overlay), Section 93-28-7.5 (Residential Uses).

Summary

City Code currently prohibits any new residential construction unless it is part of a mixed-use development with a commercial use at the ground floor in the A-D, Arts District overlay. While ground floor commercial and retail uses are encouraged, this may preclude the development of medium to higher density residential uses such as townhomes and multi-family dwellings. The following text permits residential development with entrances at street level:

Code:

Sec. 93-28-7.5. – Residential uses.

Change: No residential use shall front on a public street, sidewalk or alley at the ground floor or street level. All ground level uses fronting on a public street, sidewalk or alley shall be non-residential uses.

To: Ground level uses fronting on a public street, sidewalk, or alley are encouraged as non-residential uses.

In addition, staff addressed concerns regarding the language in Sec. 93-28-7.5, lines 45-64, as it relates to limiting occupancy to “artist” occupancy only. Staff is working with legal to revise this language.

Public Comment: None.

MOTION ITEM: Larry Martin made a motion, Cliff Thomas seconded to recommend the Mayor and Council approve the Arts District overlay text amendment in Sec. 93-28-7.5 by striking “*No residential use shall front on a public street, sidewalk or alley at the ground floor or street level. All ground level uses fronting on a public street, sidewalk or alley shall be non-residential uses*” and replace it with “*Ground level uses fronting on a public street, sidewalk, or alley are encouraged as non-residential uses.*” In addition, the Planning Commission advised staff to revisit the language outlined in Sec. 93-28-7.5, lines 45-64 that relates to limiting occupancy to “artist” housing as this language may be discriminatory. Motion Carried: 3-0.

3.V. Administrative Variance

Text Amendment

Consideration of a text amendment to create Section 93-1-3.1 (Administrative Variances) for the purpose of allowing the City Planner to grant Administrative Variances.

Summary

In an effort to provide applicants in the city be given another route to obtaining minor and routine variances, limited administrative variance powers may streamline the process without adversely affecting the intent of the Code. The text amendment would introduce the power for the City Planner to grant Administrative Variances of up to 20% of the stated dimensional requirements for a use or structure, or 10% of stated dimensional requirements for a sign. Such decisions shall follow a rigorous set of standards and any given decision will be given in the form of a detailed report explaining the Planner's rationale. Should an applicant disagree with the decision, they may appeal to the Board of Appeals for a traditional variance.

Commissioner Martin expressed concern regarding the percentage amount for administrative variances and the process for public notification.

After further discussion, the Planning Commission advised staff to consider implementing a process for notification to the public for administrative variances.

Staff requested this item be tabled to consult with legal for guidance on procedures for public notification.

MOTION ITEM: Larry Martin made a motion, Cliff Thomas seconded to table this item until next meeting on January 14, 2020. MOTION CARRIED: 3-0.

4. Old Business

4.1. Meeting Packet Delivery Discussion

Summary

Open discussion regarding changing to an electronic meeting packet delivery and discontinue the delivery of printed meeting materials.

This discussion was postponed at the November 12, 2019 meeting.

Discussion ensued regarding the process for electronic delivery of meeting materials. Commissioners were in support of keeping the current process and elected to continue receiving printed packets.

No action was taken.

5. Next Meeting Date

5.1. Tuesday, January 14, 2020 at 6:00 p.m.

6. Adjourn

MOTION ITEM: Leah Davis made a motion, Larry Martin seconded to adjourn the meeting at 7:23 p.m. Motion Carried: 3-0.

Respectfully submitted by,

Jeanne Rast, Vice Chairman

Adrienne Senter, Secretary

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 02/04/2020.

Alicia Seals

[Signature]

Subscribed and sworn to before me this February 4, 2020



NOTICE

The City of Hapeville, Georgia will be considering an amendment to the Code of Ordinances, City of Hapeville, Georgia Chapter 93 (Zoning), Article 28 (A-D Zone Arts District Overlay), Section 93-28-2 (Definitions) and Section 93-28-12 (Use Specific Standards) for the purpose of amending the food truck regulations in the A-D Zone on February 18, 2020 at 6:00 p.m. in the Municipal Court Complex located at **700 Doug Davis Drive Hapeville Georgia 30354**.
#0000454711:02/04-1EP



(770) 479-5495 • (866) 479-5495

www.georgiafirerescue.com

**602 Water Tank Road
Canton, GA 30115**

Quote

Quote Number:
01182020-01jgw

Quote Date
Jan 18, 2020

Page:
1

3% fee added to purchase
made with credit card on totals
\$3000 or more

Quoted to:

Hapeville Fire Department
3468 North Fulton Avenue
Hapeville, GA 30354
USA

Hapeville Fire Department
3468 North Fulton Avenue
Hapeville, GA 30354
USA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Hapeville Fire Dept.		3/18/20	Net 30 Days	Jenkins, Jarrett	
Quantity	Item	Description	Unit Price	Extension	
		Georgia Fire & Rescue Supply DEMO Set of tools.			
1.00	SR 20 PC 2, DEMO	158.152.178, HOLMATRO DEMO PUMP, SPIDER RANGE SR 20 PC 2 (List \$9,289.00)	6,969.00	6,969.00	
1.00	158.572.128 DEMO	158.572.128 DEMO 32' Blue Core Hose (List \$1,021.00)	768.00	768.00	
1.00	158.572.125 DEMO	158.572.125 DEMO Orange 32' Core Hose (List \$1,021.00)	768.00	768.00	
1.00	5240, CORE DEMO	DEMO UNIT, HOLMATRO 5240 CORE SPREADER (List \$8,320.00)	6,250.00	6,250.00	
1.00	158.012.161 DEMO	CU 5060 i CUTTER CORE 5KC DEMO (List \$7,942.00)	5,959.00	5,959.00	
1.00	158.032.035 DEMO	TR 5370 TELESCOPIC RAM DEMO (List \$6,334.00) *Includes delivery.	4,760.00	4,760.00	
			Subtotal	25,474.00	
			Sales Tax		
			Freight		
			Total	25,474.00	



DOMINIQUE MAGAZINE PRESENTS

FREE

The Inaugural **Men's Festival**

BROTHERHOOD | NETWORKING | EMPOWERMENT

Saturday, September 5th, 2020

12NOON TO 6PM

- Health Screenings
- Biz Expo
- Family Fun Activities
- Community Organizations
- Music and More

Jess Lucas Y-Teen Park
680 South Central Avenue Hapeville, Ga.

For more information visit www.dominiquemag.com

Crystal Griggs-Epps

From: noreply@civicplus.com
Sent: Tuesday, February 11, 2020 3:04 PM
To: Crystal Griggs-Epps
Subject: Online Form Submittal: Event Request Form

Event Request Form

All requests for the use of City Staff, services, utilities or the placement of a banner on City property must be approved by the Mayor and Council, prior to the use of the same. Please submit this Request to the City Clerk's Office two weeks prior to the meeting of the Mayor and Council; being placed on the agenda does not ensure approval of request. The Mayor and Council may assess fees for the use of City Staff, services, utilities, and property. The Mayor and Council meet the first and third Tuesdays of each month.

Date 2/11/2020

CONTACT INFORMATION

Contact Person Dominique Huff

Name of Organization Dominique Magazine

Mailing Address 3707 Main Street Suite 98 College Park, Ga. 30337

Telephone #:

[REDACTED]

Cell #:

[REDACTED]

Fax #:

Field not completed.

E-mail Address editor@dominiquemag.com

(Section Break)

EVENT INFORMATION

Name of the Event: Dominique Magazine Inaugural Men's Festival

Date of the Event: 9/5/2020

Start time: 12noon

End time: 6pm

Location of the Event: Jess Lucas Y-Teen Park

How many attendees?	200
Banner:	Yes
If yes, where is the banner to be placed?:	Park fence facing the railroad intersection
Specify dates banner will hang in proposed location:	8/5/2020 to 9/5/2020
If placing a banner on City property, provide a description of the banner (measurements, color, etc.):	8ft x 8ft
Upload a pdf version of the banner:	<i>Field not completed.</i>
<i>*Banners placed on the Jess Lucas Park fence facing S. Central Avenue must be placed to the left of the telephone pole of Christ Church.</i>	
Will there be alcohol at this event?	No
Will there be a DJ/Music at this event?	No
Additional information about this event:	The purpose of the Inaugural Men's Festival is to provide a day for men of all backgrounds to enjoy a day of brotherhood, fellowship, empowerment, and excitement. The event will feature family-friendly activities for children, a resource fair, health screenings, on-site business consulting and resume critiquing, and much more. The event will feature a business expo of small businesses and non-profits along with live entertainment. With September being Prostate Cancer Awareness Month, we will partner with organizations such as the Georgia Prostate Cancer Coalition to help raise awareness about the disease. The theme of the event is 'Know Blue, Stay Alive' as attendees are encouraged to wear either blue shirts or blue jean shorts/pants' to the event. We are celebrating fathers, men who are leading in the community, and having an excellent family-friendly time in the neighborhood.
(Section Break)	
CITY SERVICES: (check all that apply)	Electricity

If requesting City Staff, We will only need garbage service and electricity. We will hire
please specify: off-duty Hapeville Police officers for security

If requesting road closures, *Field not completed.*
please specify which roads:

***An application for temporary road closure will need to be filled out at the Hapeville
Police Department located at 700 Doug Davis Drive, Hapeville.*

(Section Break)

OFFICE USE ONLY *Field not completed.*

Date Heard by Mayor and *Field not completed.*
Council:

Notice Sent to Applicant on: *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

1 **STATE OF GEORGIA**

2
3 **CITY OF HAPEVILLE**

4
5 **ORDINANCE NO. _____**

6
7 **AN ORDINANCE TO UPDATE THE ORGANIZATIONAL CHART OF THE CITY OF**
8 **HAPEVILLE PURSUANT TO PART I (“CHARTER AND RELATED LAWS”),**
9 **SUBPART A (“CHARTER”), ARTICLE IV (“ORGANIZATION AND**
10 **ADMINISTRATION”), CHAPTER 1 (“GENERAL PROVISIONS”), SECTION 4-102**
11 **(“ADMINISTRATIVE ORGANIZATION”) OF THE CITY CHARTER OF THE CITY OF**
12 **HAPEVILLE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING**
13 **ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR**
14 **OTHER LAWFUL PURPOSES.**

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

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

23
24 **WHEREAS**, every official act of the Mayor and Council which is to become law shall be
25 by ordinance; and,

26
27 **WHEREAS**, the Mayor and Council has the right to establish, abolish, merge, or
28 consolidate officers, positions of employment, departments and agencies of the City that are
29 necessary and proper for the administration of the affairs and government of the City; and

30
31 **WHEREAS**, the Mayor and Council wish to reorganize the offices, departments, agencies
32 and/or divisions of the City government by updated the organizational charts.

33
34 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
35 **THE CITY OF HAPEVILLE, GEORGIA THAT:**

36
37 **Section One. City Organizational Charts.** The Mayor and City Council wish to adopt
38 the following organizational charts:

- 39
40 (a) Administrative Department (attached and incorporated herein as Exhibit “A”);
41 (b) Recreation Department (attached and incorporated herein as Exhibit “B”);
42 (c) Finance Department (attached and incorporated herein as Exhibit “C”);
43 (d) Police Department (attached and incorporated herein as Exhibit “D”);
44 (e) Fire Department (attached and incorporated herein as Exhibit “E”); and
45 (f) Community Service Department (attached and incorporated herein as Exhibit “F”).

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

Section Three. Severability.

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

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

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

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

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

ORDAINED this _____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

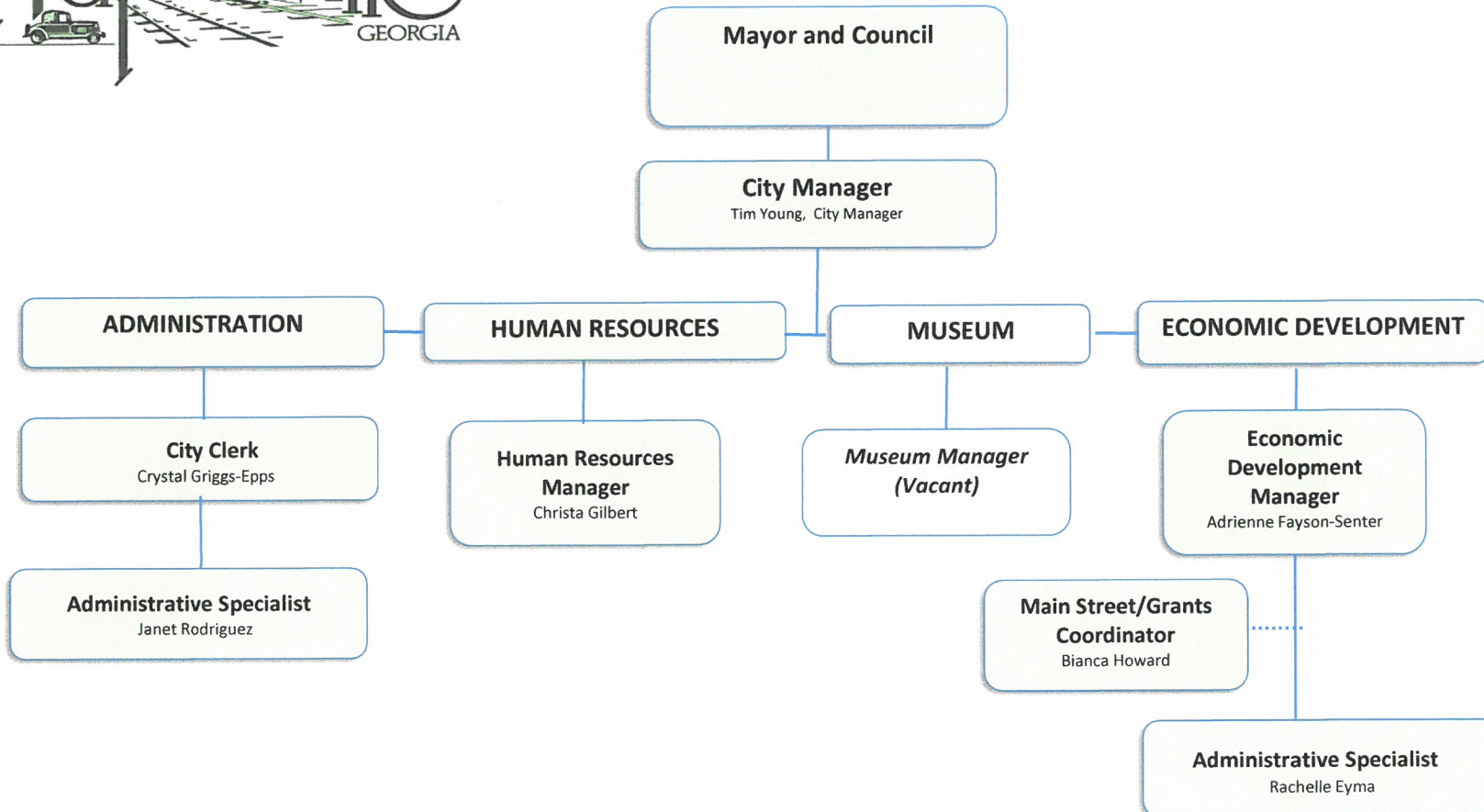
City Clerk

APPROVED BY:

City Attorney

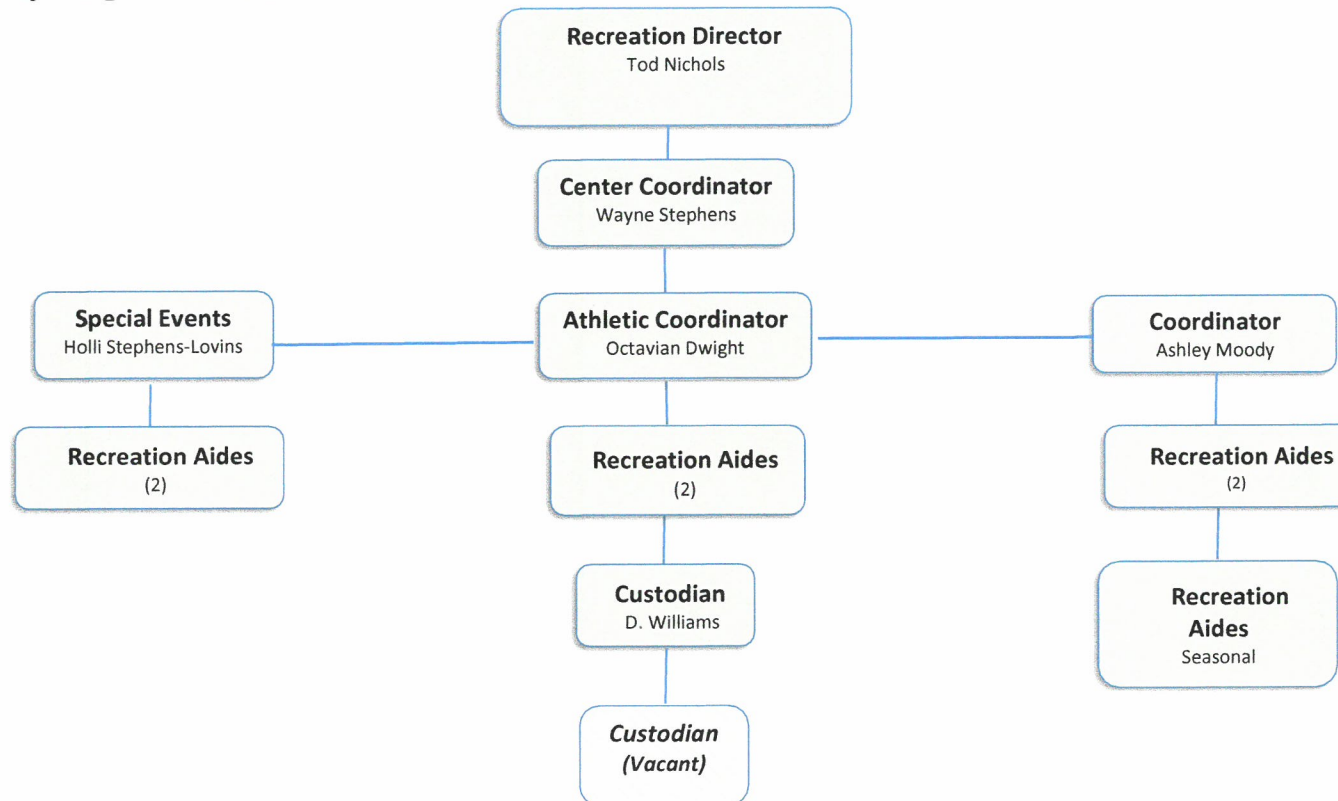


Administration Department FY 2020 Organizational Chart



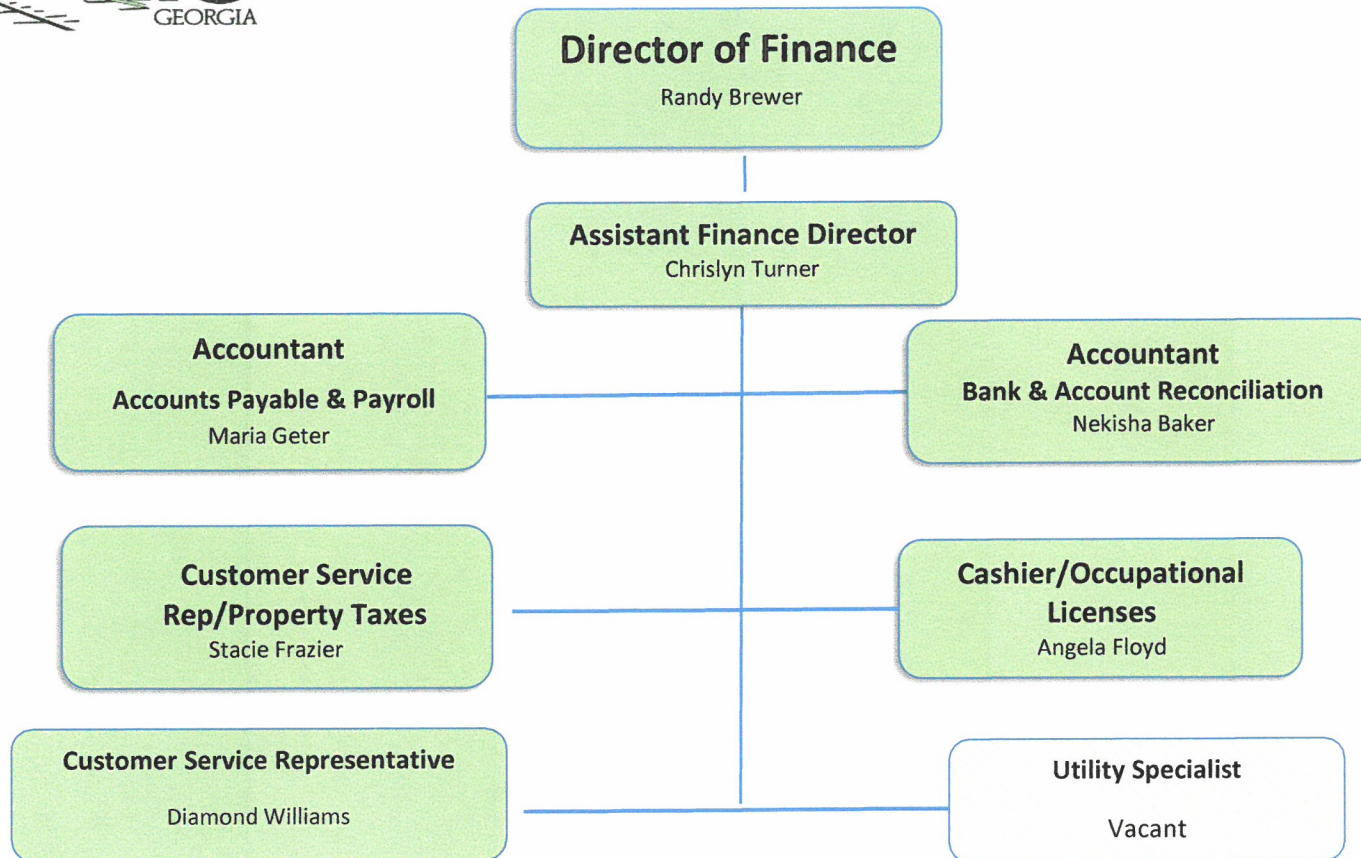


Recreation Department FY 2020 Organizational Chart





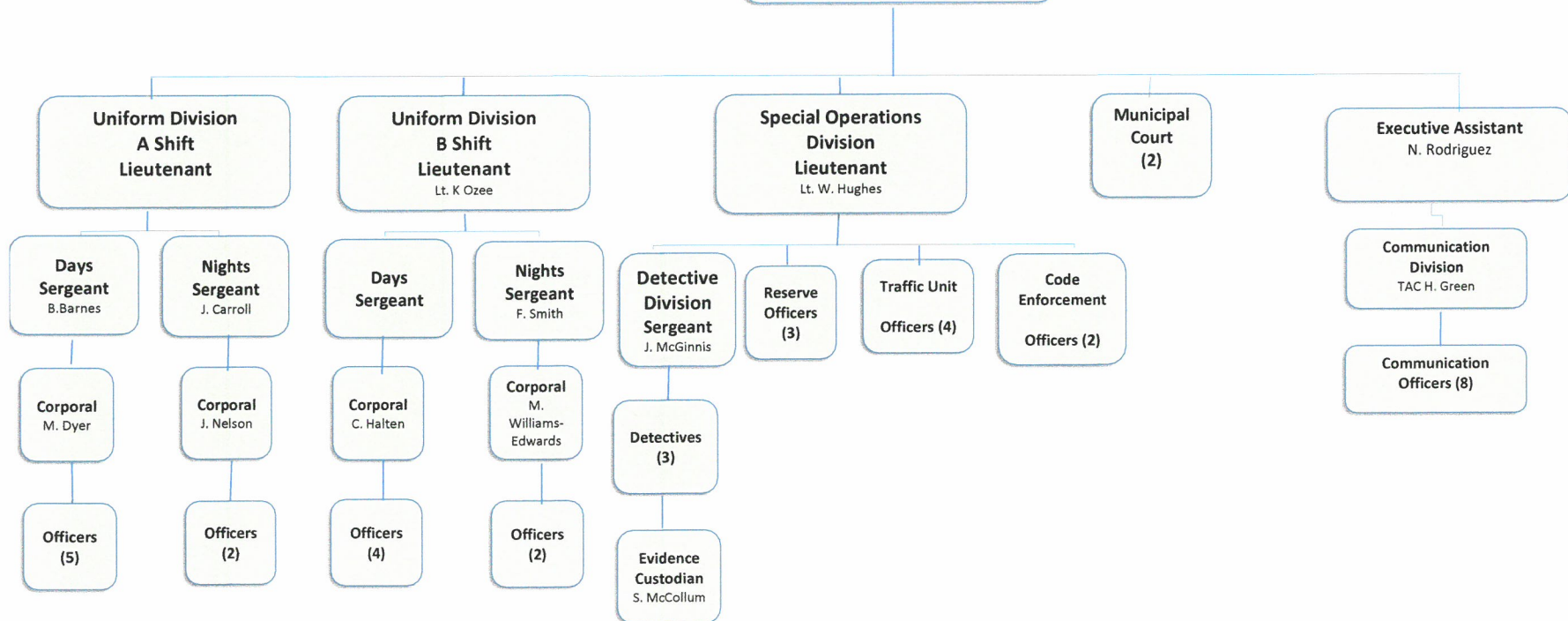
Finance Department FY2020 Organization Chart

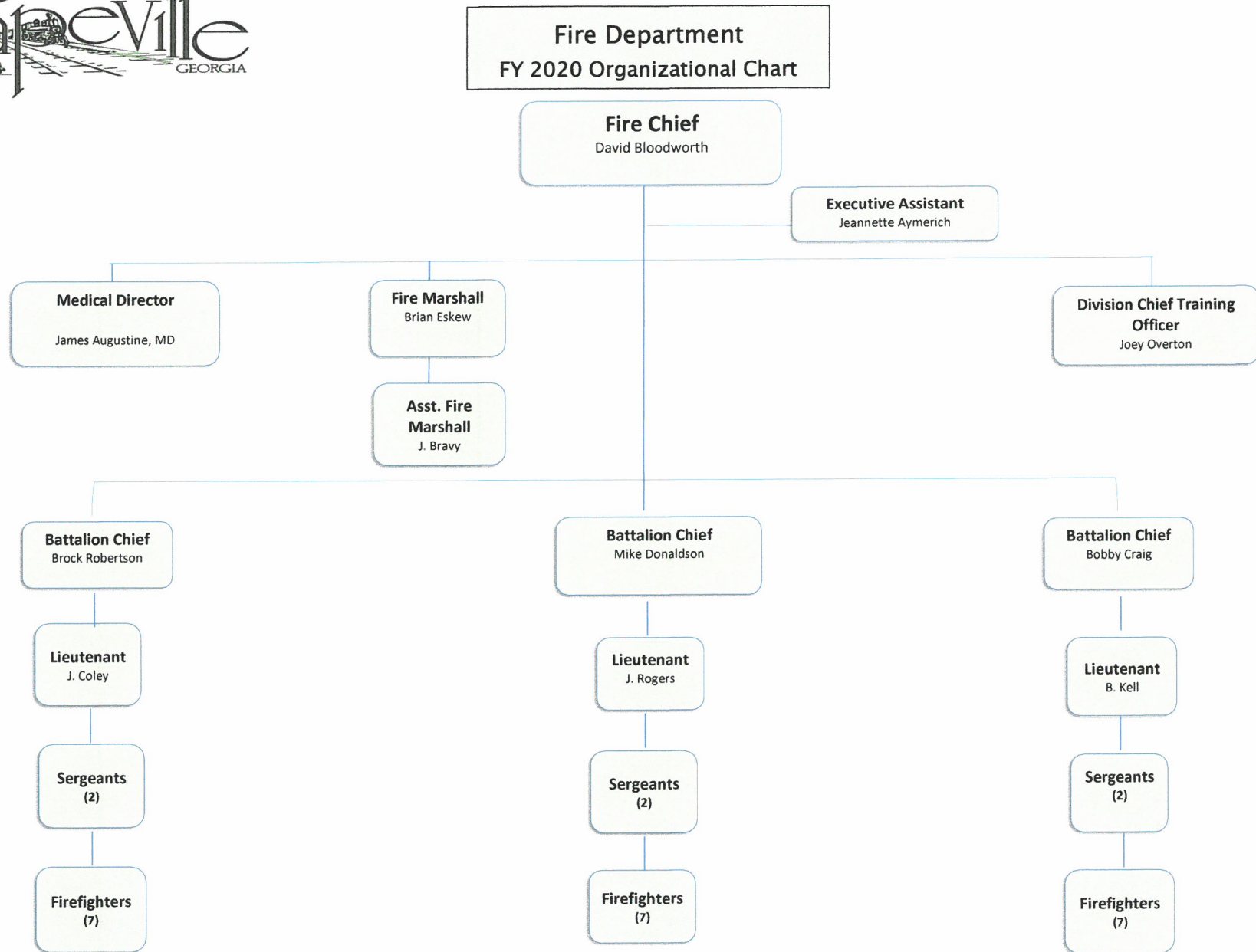


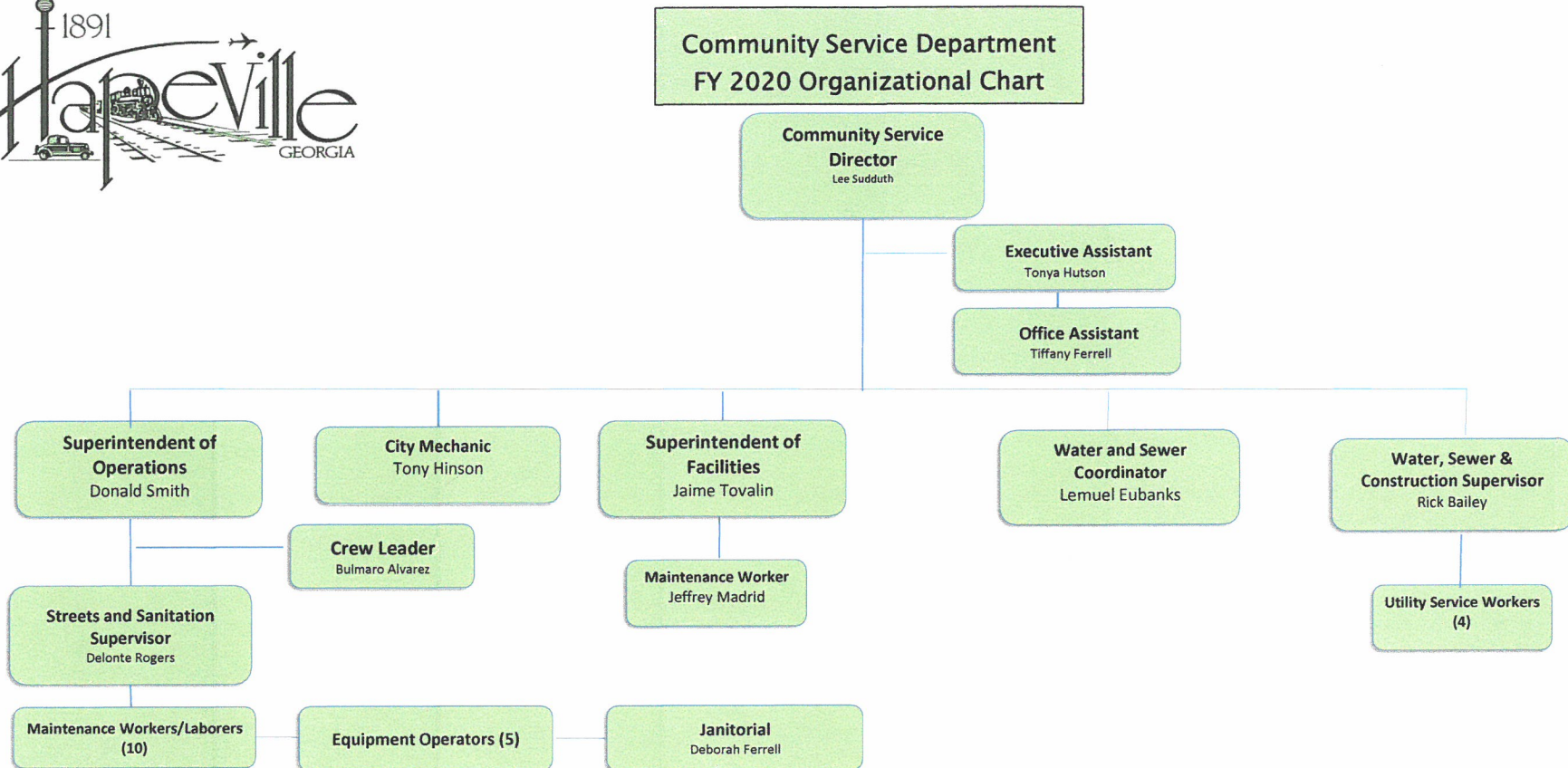


Police Department FY 2020 Organizational Chart

Chief of Police
Richard Glavosek







MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, dated as of _____ (the “Effective Date”), is between Electrify America, LLC (“Electrify America”), and ----- (“Company”). Each of Electrify America and the Company may be referred to as a “Party,” and collectively as the “Parties.”

Electrify America, LLC and Company may provide to each other certain proprietary, confidential and trade secret information in connection with the business purpose described in Exhibit A (the “Business Purpose”). Each Party desires that any such information shall be kept confidential by the other Party. In consideration of the disclosure of such information, each Party is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement.

Electrify America and Company hereby agree as follows:

1. Confidentiality.

(a) As used herein, “Confidential Information” means: (i) written information received by a Party (the “Receiving Party”) from the other Party (the “Disclosing Party”) which is marked or identified as confidential, or information that the Receiving Party should reasonably expect to be confidential and (ii) oral or visual information identified as confidential at the time of disclosure which is accurately summarized in writing and provided to the Receiving Party by the Disclosing Party in such written form promptly after such oral or visual disclosure and (iii) information provided by the Disclosing Party to the Receiving Party orally, even if not reduced to writing, which the Receiving Party reasonably should expect to be confidential or which, if disclosed, could provide a third party with any business advantage of any kind. When used to describe Electrify America, the terms “Receiving Party” and “Disclosing Party” shall include Electrify America’s parent company, subsidiaries, and affiliates under common control, including without limitation Volkswagen Group of America, Inc.

(b) During the Term (defined below) and for a period of two (2) years thereafter, except in the case of trade secrets, which shall remain subject to the following requirements for as long as they remain trade secrets under applicable law (in total, the “Confidentiality Period”), the Receiving Party in each instance may use Confidential Information received from the Disclosing Party only in connection with the Business Purpose, and may provide such Confidential Information only to its respective parent company, subsidiaries, affiliates under common control with the Receiving Party and their employees and agents for their use in connection with the Business Purpose, provided that any such parent company, subsidiary, affiliate, employee, or agent: (i) has a demonstrable need to know or use such Confidential Information solely to perform activities in connection with or furtherance of the Business Purpose; and (ii) is bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Except as expressly permitted hereunder, during the Confidentiality Period, the Receiving Party shall not disclose Confidential Information to any other person, entity, or third party and shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of Confidential Information.

(c) Confidential Information shall not include information which belongs to the Receiving Party or is (i) already known by the Receiving Party without an obligation of confidentiality other than the obligations set forth under this Agreement prior to the time of disclosure by the Disclosing Party, (ii)

{ Doc : 02358812.DOCX } 1

publicly known or becomes publicly known through no unauthorized act of the Receiving Party, (iii) rightfully received by the Receiving Party from a third party without confidentiality restriction, (iv) independently developed by the Receiving Party without use of the other Party's Confidential Information, (v) disclosed without similar restrictions to a third party by the Disclosing Party, or (vi) approved in writing by the Disclosing Party for disclosure by the Receiving Party. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information pursuant to a requirement of a governmental agency or law of the United States, or any state or federal governmental or political subdivision thereof, so long as the Receiving Party required to disclose said Confidential Information provides the Disclosing Party with prompt prior notice of such requirement, uses its best efforts to seek confidential treatment for such Confidential Information so disclosed, and discloses only those portions of the Confidential Information required for compliance with such authority.

2. Term and Termination. This Agreement shall remain in effect for a period of one (1) year from the Effective Date, unless terminated earlier by either Party upon thirty (30) days' prior written notice of termination to the other Party (such effectiveness period, the "Term"). Notwithstanding any expiration or termination of the Agreement, the Parties' respective obligations with respect to Confidential Information received prior to termination or expiration of the Agreement shall continue in effect until expiration of the Confidentiality Period.

3. Return of Confidential Information. Upon expiration of the Term, termination of the Agreement or upon the written request of the Disclosing Party, the Receiving Party shall promptly return all copies of Confidential Information to the Disclosing Party or certify, if so requested by the Disclosing Party, in writing that all copies of Confidential Information have been destroyed. A Receiving Party may return Confidential Information, or any part thereof, to the Disclosing Party at any time.

4. No Further Rights; No Third Party Beneficiary.

(a) Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in Confidential Information except for the use of such Confidential Information for the Business Purpose as expressly provided herein. The Parties expressly agree that the provision of Confidential Information hereunder, and any discussions held in connection with the Business Purpose, shall not prevent either Party from pursuing similar discussions with third parties or obligate either Party to continue discussions with the other or to take, continue or forego any action relating to the Business Purpose, provided that such discussions or actions do not violate the terms of this Agreement. Any estimates or forecasts provided by either Party to the other shall not constitute commitments.

(b) This Agreement is not intended, nor shall it be construed, to create or convey any right in or upon any person or entity not a party to this Agreement.

5. Enforcement. Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Agreement. Accordingly, in such event, a Party will be entitled to seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Agreement.

6. No Warranty; Limit of Liability. The Parties acknowledge that neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential

{ Doc: 02358812.DOCX } 2

Information they respectively own or disclose, and agree that the Disclosing Party in each instance shall have no liability to the Receiving Party or any other person, entity, or third party resulting from said Receiving Party, person, entity, or third party's use of the Confidential Information pursuant to the terms of this Agreement. Neither Party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement.

7. Export. The Confidential Information disclosed may be subject to U.S. export control laws and regulations, and may be subject to export or import regulations in other countries. The Parties agree that they will not export, re-export or transfer the Confidential Information, or any products developed with or utilizing the Confidential Information, in violation of any applicable laws or regulations of the United States or the country where the Confidential Information was obtained. The Parties are responsible for obtaining any licenses required to export, re-export, transfer or import the Confidential Information.

8. Miscellaneous. Any notices required by this Agreement shall be given in hand or sent by first class mail, postage prepaid, to the applicable address set forth below. Either Party may from time to time specify as its address for purposes of this Agreement any other address upon giving ten days written notice thereof to the other Party.

In the case of Electrify America:

Electrify America, LLC
2200 Ferdinand Porsche Drive
Herndon, VA 20171
Attention: Office of the General Counsel

In case of Company:

{Company name}
{address}
{City, State zip}
Attention:

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii) unless the underlying contract between the Parties contains more restrictive language regarding confidentiality, supersedes all related discussions and other communications between the Parties, (iii) may only be modified in writing by authorized representatives of the Parties, and (iv) shall be governed by the laws of the Commonwealth of Virginia, without regard to the conflicts of laws provisions thereof.

[Signature page follows.]

{ Doc: 02358812.DOCX }3

IN WITNESS WHEREOF, Electrify America and Company have each caused this Agreement to be signed and delivered all as of the date first set forth above.

{Company}

Electrify America, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT A

BUSINESS PURPOSE

[DESCRIBE SUBJECT OF DISCUSSIONS HERE]

Company and Electrify America will explore potential collaboration models for site hosting and charging station network installations.