

Mayor and Council Session

700 Doug Davis Drive
Hapeville, GA 30354

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Visit <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to view live stream.

March 2, 2021 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
5. Invocation
6. Public Hearing - In addition to the public comments made by citizens at the meeting, interested parties may submit written comments to the City Clerk via email or telephonically by 5PM on March 1st. In order for comments to be read into the record at the meeting, all correspondence must include the sendee's name, address, agenda item and position regarding public hearing (pro or con). All sendees must confirm receipt of their public comment with the City Clerk prior to the deadline stated above. Written public comments will be read into record alternating with in-person comments.

- 6.I. Consideration on an Amendment to the Code of Ordinances, City of Hapeville, Georgia, Chapter 93 ("Zoning"), Article 1 (Title, definitions and application of regulations), Section 93-1-2 (Definitions), Chapter 93 (Zoning), Article 11.2 (Urban Village), Section 93-11.2-3 (Permitted uses), Section 93-11.2-4 (Nonpermitted uses), Section 93-11.5-3(h) (Medical, including, but not limited to, private physicians, medical specialists, chiropractors, and physical therapists), Chapter 93 (Zoning), Article 12 (Commercial-Residential), Section 93-12-2 (Permitted uses), Chapter 93 (Zoning), Article 13 (Retail Commercial), Section 93-13-3(16) (Health clinics), Chapter 93 (Zoning), Article 14 (General Commercial), Section 93-14-3(23) (Hospitals, medical and health clinics, including chiropractic), Chapter 93 (Zoning), Article 19 (Downtown Development), Section 93-19-3 (Uses; permitted and nonpermitted), and Chapter 93 (Zoning), Article 18 (Business Park), Section 93-18-2 (Permitted uses) for the purpose of updating the City of Hapeville U-V Zone (Urban Village) permitted uses. - 2nd Reading

Background:

The current Code regarding medical uses (permitted and non-permitted) is vague for various zoning districts. As the City is accepting more applications for healthcare- related businesses and industries, staff reviewed the Code to facilitate easier and more consistent identification, and where necessary, interpretation of permitted uses.

The Planning Commission considered this item on February 9, 2021 and recommended approval with the following amendment:

Allow blood plasma donation centers as a permitted use in C-2 Zone only.

Staff supports their recommendation.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Planner's Report - U-V Text Amendment_Medical Uses
2. Ordinance - Text Amendment UV Medical
3. LEGAL ADV - 02-16-2021-U-V_Medical Uses

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

1. Mayor and Council Session 02022021
2. Mayor and Council Work Session 02162021

8.II. Approval of Executive Session Minutes

Background:

A copy of the February 2 and 16 Executive Session minutes will be provided to Mayor and Council prior to the start of the meeting.

9. Old Business

9.I. Applicant Introductions for Development Authorities and Ethics Committee and Action to Appoint members to the Respective Boards

Background:

Each applicant interested in serving on the advertised boards (Hapeville Development Authority, Development Authority of the City of Hapeville, and Ethics Committee) will be given an opportunity to introduce themselves to Mayor, Council, and the public.

Documents:

1. Chase Stell Board Application_Redacted
2. Jacquie Smyth - Board Application_Redacted

3. Jason Morris - Board Application_Redacted
4. Jerome Newell - Board Application_Redacted
5. Sylvia Pace - Board Application_Redacted
6. Cecilia Reme Board Application_Redacted
7. Kayla Fortner Application_Redacted

10. New Business

- 10.I. Consideration and Action on approving a water supply agreement with the City of Atlanta and authorizing the adoption of a resolution as part of the water supply agreement.

Background:

Hapeville entered into a water supply agreement with the City of Atlanta in 1995. The 25 year agreement expired in December of 2020. Staff has been in negotiations with Atlanta on a new 30 year agreement. With this current agreement, Atlanta agreed to keep our current wholesale rate of \$3.70 per hundred cubic feet through 2021 and that rate will increase to \$4.40 in 2022 and \$5.01 in 2023. The last wholesale rate increase from Atlanta was in 2011.

Documents:

1. Agreement with Hapeville_Draft Final
2. Water Resolution

- 10.II. Consideration and Action on a Resolution in support of House Bill 600

Background:

House Bill 600 was introduced by Representative Dreyer. This Bill contains Charter amendments previously discussed by this Mayor and Council. This Resolution is necessary and required to show the City's support.

Documents:

1. Resolution - Charter Amendments_

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.

DEPARTMENT OF PLANNING AND ZONING
PLANNER'S REPORT

DATE: February 4, 2021
TO: Adrienne Senter
FROM: Lynn M. Patterson
RE: Text Amendment – Medical uses

BACKGROUND

The current Code regarding medical uses (permitted and non-permitted) is vague for various zoning districts. As the City is accepting more applications for healthcare- related businesses and industries, Staff reviewed the Code to facilitate easier and more consistent identification, and where necessary, interpretation of permitted uses. The mixed use zoning classifications would maintain an “office-like” business environment while the more intense commercial zoning district (General Commercial) would allow for a broader array of uses.

PROPOSED TEXT AMENDMENTS

Replace Clinic definition

93-1-2

Clinic. A building used by a group of doctors or dentists for the medical examination or treatment of persons on an outpatient, or nonboarding basis only.

WITH

Clinic. An establishment that provides nonemergency outpatient care that is routine or preventative.

Add additional definitions below.

Blood plasma donation center. A facility, where whole blood is taken through an IV needle and separated into plasma and blood cells.

Clinic, addiction services. Establishments that offer outpatient services for people recovering from a substance use disorder including services such as individual or group counseling sessions, drug and alcohol education, etc.

Clinic, medical. Establishments that offer outpatient services in the areas of primary care and/or medical specialties (e.g., cardiology, dentistry, dermatology, ENT, gastroenterology, gynecology and obstetrics, ophthalmology, orthopedics, physical therapy, podiatry, urology, etc.). This may include urgent care services but does not include mental health clinics or addiction services clinics.

Clinic, mental health. Establishments that offer outpatient services in the area of mental health to include evaluation and diagnosis of mental health conditions, individual, group or family counseling, medication prescriptions as part of treatment, psychiatric rehabilitation services, etc.

Hospital. A facility providing medical or surgical care to patients and offering inpatient (overnight) care. The facility must have a permit as a hospital from the Georgia Department of Community Health pursuant to the O.C.G.A. and the rules and regulations of the Georgia Department of Community Health.

Laboratory, medical or dental. An establishment where tests are carried out on clinical specimens to aid in diagnosis, treatment, and prevention of disease. Medical or dental laboratories may also manufacture or customize products to assist in the provision of individual medical or dental health care by a licensed professional.

Office, medical or dental. Office providing routine, preventative care as well as diagnosis and treatment of illnesses, injuries, and physical malfunctions that can be performed in an office setting with no overnight care. These may include primary care or medical specialties (e.g., cardiology, dentistry, dermatology, ENT, gastroenterology, gynecology and obstetrics, ophthalmology, orthopedics, physical therapy, podiatry, urology, etc.).

Rehabilitation or Treatment Facility. A facility licensed by the State of Georgia that provides treatment for persons who present a direct threat to the persons or property of others. Includes persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders. Includes facilities that provide transient housing related to post-incarceration and social service programs.

Surgical center. A facility independent from a hospital, where outpatient surgeries and procedures are performed that do not require overnight in-facility care.

Replace Permitted Uses

93-11.2-3

h. Medical, including, but not limited to, private physicians, medical specialists, chiropractors, and physical therapists.

CHANGE TO

Blood plasma donation center, medical clinic, medical or dental laboratory, medical or dental office, surgical center.

93-11.5-3

h. Medical, including, but not limited to, private physicians, medical specialists, chiropractors, and physical therapists.

CHANGE TO

Blood plasma donation center, medical clinic, medical or dental laboratory, medical or dental office, surgical center.

93-12-2

(b) The following uses are permitted in any C-R zone subject to the general requirements of the zone; and subject

(5) Clinics, in buildings of not more than 6,000 square feet of floor area.

CHANGE TO

Blood plasma donation center, medical clinic, medical or dental laboratory, medical or dental office, surgical center.

93-13-3

(16) Health clinics.

CHANGE TO

Blood plasma donation center, medical clinic, medical or dental laboratory, medical or dental office, surgical center.

93-14-3

(23) Hospitals, medical and health clinics, including chiropractic.

CHANGE TO

Blood plasma donation center, medical clinic, medical or dental laboratory, medical or dental office, surgical center, addiction services clinic, mental health clinic, hospital, rehabilitation or treatment facility.

93-18-2

1. Business and professional offices

h. Medical

CHANGE TO

Blood plasma donation center, medical clinic, medical or dental laboratory, medical or dental office, surgical center.

93-19-3

a) Permitted uses

1. Business and professional offices,

h. medical

CHANGE TO

Medical or dental office

Replace Non Permitted Uses**93-11.2-4**

(23) Health clinics;

CHANGE TO

Addiction services clinic, mental health clinic, hospital, rehabilitation or treatment facility,

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STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 1 (“TITLE, DEFINITIONS AND APPLICATION REGULATIONS”), SECTION 93-1-2 (“DEFINITIONS”); CHAPTER 93 (“ZONING”), ARTICLE 11.2 (“U-V(URBAN VILLAGE)”), SECTION 93-11.2-3 (“PERMITTED USES”); CHAPTER 93 (“ZONING”), ARTICLE 11.5 (“RMU ZONE (RESIDENTIAL MIXED USE)”), SECTION 93-11.5-3 (“PERMITTED USES”); CHAPTER 93 (“ZONING”), ARTICLE 12 (“C-R ZONE (COMMERCIAL-RESIDENTIAL)”), SECTION 93-12-2 (“PERMITTED USES”); CHAPTER 93 (“ZONING”), ARTICLE 13 (“C-1 ZONE (RETAIL COMMERCIAL)”), SECTION 93-13-3 (“PERMITTED USES”); CHAPTER 93 (“ZONING”), ARTICLE 14 (“C-2 (GENERAL COMMERCIAL)”), SECTION 93-14-3 (“PERMITTED USES”); CHAPTER 93 (“ZONING”), ARTICLE 18 (“B-P ZONE (BUSINESS PARK)”), SECTION 93-18-2 (“PERMITTED USES”); CHAPTER 93 (“ZONING”), ARTICLE 19 (“D-D ZONE (DOWNTOWN DEVELOPMENT)”), SECTION 93-19-3 (“USES; PERMITTED AND NON-PERMITTED”); AND CHAPTER 93 (“ZONING”), ARTICLE 11.2 (“NONPERMITTED USES”), SECTION 93-11.2-4 (“NONPERMITTED USES”) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

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

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

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

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

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46 **WHEREAS**, the governing authority of the City finds it desirable to amend and update the
47 current code regarding healthcare uses.

48
49 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
50 **THE CITY OF HAPEVILLE, GEORGIA THAT:**

51
52 **Section One.** Chapter 93 (Zoning), Article 1 (Title, Definitions and Application
53 Regulations), Section 93-1-2 (Definitions) of the City Code of Ordinances is hereby amended by
54 striking the definition of “Clinic” in its entirety and inserting in lieu thereof the following language:

55
56 *Clinic.* An establishment that provides nonemergency outpatient care that is routine or
57 preventative.

58
59 **Section Two.** Chapter 93 (Zoning), Article 1 (Title, Definitions and Application
60 Regulations), Section 93-1-2 (Definitions) of the City Code of Ordinances is hereby amended by
61 adding the following definitions:

62
63 *Blood plasma donation center.* A facility, where whole blood is taken through an IV needle
64 and separated into plasma and blood cells.

65
66 *Clinic, addiction services.* Establishments that offer outpatient services for people
67 recovering from a substance use disorder including services such as individual or group counseling
68 sessions, drug and alcohol education, etc.

69
70 *Clinic, medical.* Establishments that offer outpatient services in the areas of primary care
71 and/or medical specialties (e.g., cardiology, dentistry, dermatology, ENT, gastroenterology,
72 gynecology and obstetrics, ophthalmology, orthopedics, physical therapy, podiatry, urology, etc.).
73 This may include urgent care services but does not include mental health clinics or addiction
74 services clinics.

75
76 *Clinic, mental health.* Establishments that offer outpatient services in the area of mental
77 health to include evaluation and diagnosis of mental health conditions, individual, group or family
78 counseling, medication prescriptions as part of treatment, psychiatric rehabilitation services, etc.

79
80 *Hospital.* A facility providing medical or surgical care to patients and offering inpatient
81 (overnight) care. The facility must have a permit as a hospital from the Georgia Department of
82 Community Health pursuant to the O.C.G.A. and the rules and regulations of the Georgia
83 Department of Community Health.

84
85 *Laboratory, medical or dental.* An establishment where tests are carried out on clinical
86 specimens to aid in diagnosis, treatment, and prevention of disease. Medical or dental laboratories
87 may also manufacture or customize products to assist in the provision of individual medical or
88 dental health care by a licensed professional.

89
90 *Office, medical or dental.* Office providing routine, preventative care as well as diagnosis
91 and treatment of illnesses, injuries, and physical malfunctions that can be performed in an office

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setting with no overnight care. These may include primary care or medical specialties (e.g., cardiology, dentistry, dermatology, ENT, gastroenterology, gynecology and obstetrics, ophthalmology, orthopedics, physical therapy, podiatry, urology, etc.).

Rehabilitation or Treatment Facility. A facility licensed by the State of Georgia that provides treatment for persons who present a direct threat to the persons or property of others. Includes persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders. Includes facilities that provide transient housing related to post-incarceration and social service programs.

Surgical center. A facility independent from a hospital, where outpatient surgeries and procedures are performed that do not require overnight in-facility care.

Section Three. Chapter 93 (Zoning), Article 11.2 (U-V Zone (Urban Village)), Section 93-11.2-3 (Permitted Uses), subsection (h) of the City Code of Ordinances is hereby amended by striking subsection (h) in its entirety and inserting in lieu thereof the following language:

(h) Medical clinic, medical or dental laboratory, medical or dental office, surgical center.

Section Four. Chapter 93 (Zoning), Article 11.5 (RMU Zone (Residential Mixed Use)), Section 93-11.5-3 (Permitted Uses), subsection (h) of the City Code of Ordinances is hereby amended by striking subsection (h) in its entirety and inserting in lieu thereof the following language:

(h) Medical clinic, medical or dental laboratory, medical or dental office, surgical center.

Section Five. Chapter 93 (Zoning), Article 12 (C-R Zone (Commercial Residential)), Section 93-12-2 (Permitted Uses), subsection (b)(5) of the City Code of Ordinances is hereby amended by striking subsection (b)(5) in its entirety and inserting in lieu thereof the following language:

(b)(5) Medical clinic, medical or dental laboratory, medical or dental office, surgical center.

Section Six. Chapter 93 (Zoning), Article 13 (C-1 Zone (Retail Commercial)), Section 93-13-3 (Permitted Uses), subsection (16) of the City Code of Ordinances is hereby amended by striking subsection (16) in its entirety and inserting in lieu thereof the following language:

(16) Medical clinic, medical or dental laboratory, medical or dental office, surgical center.

Section Seven. Chapter 93 (Zoning), Article 14 (C-2 Zone (General Commercial)), Section 93-14-3 (Permitted Uses), subsection (23) of the City Code of Ordinances is hereby amended by striking subsection (23) in its entirety and inserting in lieu thereof the following language:

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(23) Blood plasma donation center, medical clinic, medical or dental laboratory, medical or dental office, surgical center, addiction services clinic, mental health clinic, hospital, rehabilitation or treatment facility.

Section Eight. Chapter 93 (Zoning), Article 18 (B-P Zone (Business Park)), Section 93-18-2 (Permitted Uses), subsection (1)(h) of the City Code of Ordinances is hereby amended by striking subsection (1)(h) in its entirety and inserting in lieu thereof the following language:

(1)(h) Medical clinic, medical or dental laboratory, medical or dental office, surgical center.

Section Nine. Chapter 93 (Zoning), Article 19 (D-D Zone (Downtown Development)), Section 93-19-3 (Uses; permitted and nonpermitted), subsection (a)(1)(h) of the City Code of Ordinances is hereby amended by striking subsection (a)(1)(h) in its entirety and inserting in lieu thereof the following language:

(a)(1)(h) Medical or dental office.

Section Ten. Chapter 93 (Zoning), Article 11.2 (U-V Zone (Urban Village)), Section 93-11.2-4 (Nonpermitted Uses), subsection (23) of the City Code of Ordinances is hereby amended by striking subsection (23) in its entirety and inserting in lieu thereof the following language:

(23) Addiction services clinic, mental health clinic, hospital, rehabilitation or treatment facility.

Section Eleven. 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 Twelve. 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

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

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

ORDAINED this _____ day of _____, 2021.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

Crystal Griggs-Epps, City Clerk

APPROVED BY:

Priya M. Patel, City Attorney



CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

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: 02/01/2021.

Alicia Seals

[Signature]
Subscribed and sworn to before me this February 1, 2021



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, February 16, 2021 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. All attendees will be required to wear a face covering and practice social distancing in accordance with the requirements set forth by state law and public health regulations. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to consider the following:

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Section 93-1-2 (Definitions), Chapter 93 (Zoning), Article 11.2 (Urban Village), Section 93-11.2-3 (Permitted uses), Section 93-11.2-4 (Nonpermitted uses), Section 93-11.5-3(h) (Medical, including, but not limited to, private physicians, medical specialists, chiropractors, and physical therapists), Chapter 93 (Zoning), Article 12 (Commercial-Residential), Section 93-12-2 (Permitted uses), Chapter 93 (Zoning), Article 13 (Retail Commercial), Section 93-13-3(16) (Health clinics), Chapter 93 (Zoning), Article 14 (General Commercial), Section 93-14-3(23) (Hospitals, medical and health clinics, including chiropractic), Chapter 93 (Zoning), Article 19 (Downtown Development), Section 93-19-3 (Uses; permitted and nonpermitted), and Chapter 93 (Zoning), Article 18 (Business Park), Section 93-18-2 (Permitted uses) for the purpose of updating the City of Hapeville U-V Zone (Urban Village) permitted uses.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at cepps@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on February 15, 2021. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000510707:2/01-1AS

Mayor and Council Session
700 Doug Davis Drive
Hapeville, GA 30354

February 2, 2021
6:00PM

MINUTES

1. Call to Order: Mayor Hallman called the Council Session to order at 6:10pm at the Municipal Courtroom located at 700 Doug Davis Drive, Hapeville, GA.
2. Roll Call:
Mayor Alan Hallman
Alderman Mike Rast
Councilman at Large Travis Horsley
Councilman Ward I Mark Adams
Councilman Ward II Chloe Alexander
3. Welcome
4. Pledge of Allegiance
5. Invocation given by Mark Adams
6. PRESENTATION
6.I Proclamation Recognizing March as Red Cross Month
Mayor Hallman read aloud the proclamation recognizing March as Red Cross Month.
7. Questions on the Agenda – none
8. CONSENT AGENDA
8.I Approval of Minutes – 1/05/2021 and 1/19/2021
8.II Approval of Executive Session Minutes – 1/19/2021
8.III Consideration and Action on Rescheduled Park Rental Date for MOM Foundation, Inc. Walk-A-Thon Event

MOTION: Councilman Alexander made a motion to approve item 8.I and 8.II, Alderman Rast seconded. Motion carried 3-0-1 (Councilman Adams abstained). Councilman Horsley made a motion to approve 8.III, Councilman Adams seconded. Motion carried 4-0.
9. OLD BUSINESS
9.I Consideration and Action on 2020-2021 Budget – Qtr. 2 Budget Amendment - 2nd Reading

MOTION: Alderman Rast made a motion to approve the amendment, Councilman Alexander seconded. Discussion: Councilman Alexander shared her appreciation she had with the Finance

Department saying we're showing less reliance on the reserve. City Manager, Tim Young thanked Mayor and Council for giving us the Finance Team. Alderman Rast said he is pleased with putting the COLA in the packet. Councilman Adams said he agrees with Councilman Alexander. Motion carried 4-0.

9.II Consideration and Action on Acceptance of the AeroATL Greenway Model Mile Project Feasibility Study

MOTION: Councilman Horsley made a motion to approve, Councilman Adams seconded. Motion carried 4-0.

10. NEW BUSINESS

10.I Consideration and Action on Amendment to Film Ordinance - 1st Reading

MOTION: Councilman Adams made a motion to waive first reading, Alderman Rast seconded. Motion carried 4-0. Councilman Horsley made a motion to approve the amendment, Councilman Alexander seconded. Discussion: Councilman Horsley asked so at the last meeting we made an exception to allow an exception? Mayor Hallman said we are trying to be more business friendly. Motion carried 4-0.

10.II Discussion on Black History Month Event for this Year and Action on Agreements to Provide a Temporary Facade Improvement at a storefront in downtown Hapeville.

MOTION: Councilman Adams made a motion to approve the agreements, Alderman Rast seconded. Discussion: Alderman Rast asked where would the banners be displayed. Councilman Alexander said likely the theater. Motion carried 4-0.

10.III Discussion on TSPLOST options for recommendation to Fulton County

Mayor Hallman said he is looking for the will of Council and personally feels like option A is the biggest bang for our buck. Alderman Rast asked when did this SPLOST go into effect. Councilman Horsley said options A and C, Councilmembers Alexander and Adams both said option A. The Consensus to pass along is option A. Community Service Director, Lee Sudduth confirmed that a project list would be available in June.

11. City Manager Report – City Manager, Tim Young talked about COVID vaccinations and the federal spending; stating only 2% of funds were into planning so it's going to be awhile. Fire Chief, David Bloodworth stated 35 individuals between Fire and Police had been vaccinated and only a few citizens have been able to get it in Forest Park and Palmetto.

12. Public Comments – none

13. Mayor and Council Comments – Councilman Alexander thanked everyone for coming out, Councilman Adams reminded everyone that it’s Black History Month and to stay safe from COVID. Councilman Horsley thanked everyone for coming out.

14. Executives Session

MOTION: Councilman Adams made a motion at 6:36PM to go into executive session for Real Estate and Litigation, Alderman Rast seconded. Motion carried 4-0. Councilman Horsley made a motion to go into recess, Councilman Adams seconded. Motion carried 4-0. Councilman Horsley made a motion to go into executive session, Councilman Alexander seconded. Motion carried 4-0.

No action taken in executive session.

Councilman Adams made a motion to go into open session, Councilman Alexander seconded. Motion carried 4-0. MOTION: Councilman Horsley made a motion to terminate, not renew lease with 3266 Dogwood Drive, Councilman Adams seconded. Motion carried 4-0. Councilman Adams made a motion to give authorization to Smith, Welch, Webb, and White and staff to work on behalf of the City of Hapeville regarding 3266 Dogwood Drive, Councilman Alexander seconded. Motion carried 4-0.

15. Adjourn –

MOTION: Councilman Adams made a motion to adjourn, Councilman Alexander seconded. Motion carried 4-0.

Respectfully submitted,

Alan Hallman, Mayor

Crystal Griggs-Epps, City Clerk

Mayor and Council Work Session
700 Doug Davis Drive
Hapeville, GA 30354

February 16, 2021 6:00 PM

Minutes

1. Call to Order: Mayor Hallman called the Council Work Session to order at 6:04pm.

2. Roll Call:

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

3. Welcome

4. PRESENTATION:

4.1 Audit Presentation by Doug Moses of Mauldin & Jenkins, LLC

Mr. Moses gave highlights of the Mauldin & Jenkins, LLC engagement team before moving into the results of the audit. He said the City of Hapeville had received an unmodified ("clean") opinion on basic financial statements and that full cooperation from the City's management, staff, and others were received during the remote audit. Recommendations for improvement were suggested on cash reconciliation/reporting and accrued expenses. Mr. Moses closed by going over the new GASB pronouncement for future years.

5. PUBLIC HEARING

5.1 Consideration on an Amendment to the Code of Ordinances, City of Hapeville, Georgia, Chapter 93 ("Zoning"), Article 1 (Title, definitions and application of regulations), Section 93-1-2 (Definitions), Chapter 93 (Zoning), Article 11.2 (Urban Village), Section 93-11.2-3 (Permitted uses), Section 93-11.2-4 (Nonpermitted uses), Section 93-11.5-3(h) (Medical, including, but not limited to, private physicians, medical specialists, chiropractors, and physical therapists), Chapter 93 (Zoning), Article 12 (Commercial-Residential), Section 93-12-2 (Permitted uses), Chapter 93 (Zoning), Article 13 (Retail Commercial), Section 93-13-3(16) (Health clinics), Chapter 93 (Zoning), Article 14 (General Commercial), Section 93-14-3(23) (Hospitals, medical and health clinics, including chiropractic), Chapter 93 (Zoning), Article 19 (Downtown Development), Section 93-19-3 (Uses; permitted and nonpermitted), and Chapter 93 (Zoning), Article 18 (Business Park), Section 93-18-2 (Permitted uses) for the purpose of updating the City of Hapeville U-V Zone (Urban Village) permitted uses. – 1st Reading

City Planner, Dr. Patterson stated this will help a lot in terms of getting more Occupational Tax in. We struggled before with the definition and so we looked at other zoning codes around the metro areas which were more specific. There were no public comments during the public hearing. The item stood as a first reading.

6. QUESTIONS ON THE AGENDA – none

February 16, 2021 Mayor and Council Work Session

7. CONSENT AGENDA - none

8. OLD BUSINESS – none

9. NEW BUSINESS

9.I Consideration and Action on a Request to Donate and Rename Park Street and Donate an Outparcel for Greenspace

Dr. Patterson said we've been working on the process with Mr. Brown. She recommends any dead trees come down before donating to the City (at his expense). City staff thinks it is a great opportunity. This would be part of the subdivision plat.

MOTION: Councilman Horsley made a motion to approve the request, Councilman Adams seconded. Motion carried 4-0.

9.II Discussion Initiated by Councilman Horsley About the Possibility of Adjusting the Lane Structure on South Central Between the Regions Bank Building and South Fulton

Councilman Horsley said a logical idea is to take the right abutting lane next to the railroad and stripe it. This is just an idea to get on street parking. The parking would benefit the abutting businesses, and transit access in our downtown corridor. Alderman Rast asked what would become of the drive-in spots owned by the businesses. Councilman Alexander said she is open to restriping their parking. Councilman Horsley mentioned angled parking. Mr. Sudduth said there are concerns with the way it is now. Councilman Adams suggested having a talk with the businesses. Consensus of Mayor and Council is for Councilman Horsley to talk to business owner.

9.III Discussion Initiated by Councilman Horsley for Making the Lot Behind Corner Tavern (Parcel ID – 14 009500150570) into a Paid Parking Lot

Councilman Horsley said there was lack of support for it at the joint meeting. He has been thinking of ways we can add parking immediately to our downtown area. This may be a revenue source for the Development Authority. Alderman Rast said he's not opposed to the idea and asked is the idea to leave plaza parking free, but if get there too late will have to pay. Councilman Adams said it's still an issue and would lead to more congestion. Alderman Rast said he wouldn't want to say Council require you to do this. Mayor Hallman said he'll take it to the Development Authority. Councilman Alexander suggested following up on the entrepreneurship item first before the paid parking item. Consensus of Council is to follow up with the Development Authority on the entrepreneurship idea presented some time ago before following up on this item.

9.IV Discussion and Consensus of Mayor and Council on the Joint Effort with the Main Street Board to Memorialize Property at N Central Avenue, the Location of the 1968 Daycare Gas Explosion

Mayor Hallman said he supports this and stated we never really found a way to memorialize the victims and heroes. Alderman Rast fully supports this and thinks Delta would be inclined to support it. Councilmembers Alexander and Adams both said it's a great idea.

MOTION: Councilman Adams made a motion to move for approval of item 9.IV, Alderman Rast seconded. Motion carried 4-0.

10. City Manager Report – Mr. Young said the Georgia International Convention Center is a new site for COVID vaccines. City staff is supporting in the effort and all of the other regions are lending a hand. City staff has started budget meetings for 2022 already. He also mentioned that booting is an issue and that Optotrafic on King Arnold is now active right. The calibration was off in January.

11. Public Comments – none

12. Mayor and Council Comments – Councilman Horsley said there is a request from neighbors of Elkins and Willingham to consider making a section of Willingham a one way. He also mentioned the 100 Year Anniversary of Chapman Drugs coming up in June, the Opportunity Zone renewal, and asked when does the City start negotiating with the City of Atlanta for water. Councilman Adams asked for an update on the silent crossing.

13. Executives Session –

MOTION: Councilman Adams made a motion to go into executive session for Real Estate, Alderman Rast seconded. Motion carried 4-0. Councilman Alexander made a motion to go into recess, Councilman Adams seconded. Motion carried 4-0. Councilman Adams made a motion to go into executive session, Alderman Rast seconded. Motion carried 4-0.

No action taken.

MOTION: Councilman Horsley made a motion to go into open session, Councilman Adams seconded. Motion carried 4-0

14. Adjourn

MOTION: Alderman Rast made a motion to adjourn at 7:24PM, Councilman Adams seconded. Motion carried 4-0.

Respectfully submitted,

Alan Hallman, Mayor

Crystal Griggs-Epps, City Clerk

From: noreply@civicplus.com
To: [Crystal Griggs-Epps](#); [Maria Rodriguez](#)
Subject: Online Form Submittal: Board Application Form
Date: Sunday, February 07, 2021 12:32:53 PM

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Planning & Zoning Commission,Hapeville
Development Authority

Name:: Chase Stell

Home Address:: 388 North Ave Hapeville, GA 30354

Home Phone Number:: [REDACTED]

Business Phone Number:: [REDACTED]

Occupation:: Environmental Consultant

Email Address:: [REDACTED]

Why do you want to serve on a Board or Commission?: I want to serve on a Board or Commission for several reasons. I bought my home in Hapeville just a few months ago. However, my family has deep roots in the community as my mother grew up on Sunset Avenue. My family and I owe so much to this community and my service on a Board or Commission will be one way to give back. Also, I believe that through my work experiences and community engagements, I have value to offer Hapeville as it continues to grow and prosper.

Are you available in the evenings? : Yes

If yes, which evenings are best for you? : Monday ,Tuesday,Thursday

Length of Residency in League City:: 2 months

High School:: Starr's Mill High School

College:: University of Georgia; Georgia State University

Trade or Business School::

Hobbies:: Hiking, cooking, fishing, watching movies

Are you currently serving on other Boards, Commissions, or Committees?: No

If yes, which::

Have you served on a Board, Commission, or Committee before?: No

If yes, which::

Please list organization memberships and positions held:: President, Young Democrats of Atlanta
Executive Board Member, World Affairs Council of Atlanta Young Leaders
Post Seat Holder, Fulton County Democratic Party
Member, World Affairs Council of Atlanta
Member, Georgia NAACP

Please List Areas of Special Interest: Planning and zoning, community development, environmental policy

Please Enter Basic Resume Information Below: B. Chase Stell

388 North Ave
Hapeville, GA 30354



Professional Experience:

Center for Transportation and the Environment
Associate Consultant January 2019 – Present

World Affairs Council of Atlanta
Program Coordinator May 2018 – December 2018

Graduate Research Assistant August 2017 – May 2018

TBI Airport Management
Customer Service Agent & Interpreter January 2016 – June 2016

English Opens Doors Program
Teaching Assistant August 2015 – December 2015

Education:

Georgia State University, Master of Public Administration May 2018
University of Georgia, B.A. in International Affairs, B.A. in Political Science May 2015

Community Engagement:

President, Young Democrats of Atlanta
Executive Board Member, World Affairs Council of Atlanta Young Leaders
Post Seat Holder, Fulton County Democratic Party
Member, World Affairs Council of Atlanta
Member, Georgia NAACP

Please provide three references:: Boone O'Neil, 
Dan Raudebaugh, dan@cte.tv
Scott Holcomb, scott@repsscottholcomb.com

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Chase, Stell

Additional Information:

Form submitted on: 2/7/2021 12:32:46 PM

Submitted from IP Address: 24.98.17.193

Referrer Page: <http://hapeville.org/309/Planning-Commission>

Form Address: <http://hapeville.org/Forms.aspx?FID=118>

From: noreply@civicplus.com
To: [Crystal Griggs-Epps](#); [Maria Rodriguez](#)
Subject: Online Form Submittal: Board Application Form
Date: Sunday, February 14, 2021 9:31:41 PM

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Planning & Zoning Commission,Design Review Committee ,Clean And Beautiful Commission,Design Review Committee,Hapeville Development Authority ,Development Authority of the City of Hapeville ,Main Street Board,Planning Commission

Name:: Jacquie Smyth

Home Address:: 3399 Old Jonesboro Rd.

Home Phone Number:: [REDACTED]

Business Phone Number:: [REDACTED]

Occupation:: Marketing Manager

Email Address:: [REDACTED]

Why do you want to serve on a Board or Commission?: I've seen the most amazing things happen in our time in Hapeville, and love how the city is developing. I would like to be part of the team that makes decisions for the city and helps Hapeville become a destination for those in and around Atlanta. Growing our tax base by encouraging new residents will also create opportunities for further development, and I'd like to be part of creating a city people want to move to!

Are you available in the evenings? : Yes

If yes, which evenings are best for you? : Monday ,Tuesday,Wednesday,Thursday

Length of Residency in League City:: 7 years

High School::

College:: Boston College

Trade or Business School:: Georgia Tech

Hobbies:: Running, knitting, updating our older house

Are you currently serving on other Boards, Commissions, or Committees?: No

If yes, which::

Have you served on a Board, Commission, or Committee before?: No

If yes, which::

Please list organization memberships and positions held:: Co-chair, board of Smart Communities and Sustainability, Technology Association of Georgia; Co-chair, Women's Leadership Development, UPS

Please List Areas of Special Interest: Sustainable and green development; clean energy; affordable housing

Please Enter Basic Resume Information Below: Marketing Manager, UPS 2019-current
Marketing Senior Analyst, UPS 2018-2019
Business Analyst, McMaster-Carr Supply, 2015-2018
Cargo Specialist, Air France, 2014-2015

<https://www.linkedin.com/in/jacquie-smyth/>

Please provide three references:: Travis Horsley, [REDACTED]: personal and neighborhood reference
Dave Swirsky, [REDACTED]; professional reference
Jeremy Melis, [REDACTED]; professional reference

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Jacqueline Smyth

Additional Information:

Form submitted on: 2/14/2021 9:31:35 PM

Submitted from IP Address: 108.78.217.52

Referrer Page: No Referrer - Direct Link

Form Address: <http://hapeville.org/Forms.aspx?FID=118>

From: noreply@civicplus.com
To: [Crystal Griggs-Epps](#); [Maria Rodriguez](#)
Subject: Online Form Submittal: Board Application Form
Date: Monday, January 25, 2021 2:42:41 PM

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Board of Ethics,Hapeville Development Authority
,Development Authority of the City of Hapeville

Name:: Jason Morris

Home Address:: 3317 Lavista Dr

Home Phone Number:: [REDACTED]

Business Phone Number:: [REDACTED]

Occupation:: Practice Assistant

Email Address:: [REDACTED]

Why do you want to serve on a Board or Commission?: I want to get involved in my community and make a difference in the growth, safety and future of the city.

Are you available in the evenings? : Yes

If yes, which evenings are best for you? : Monday ,Tuesday,Wednesday,Thursday

Length of Residency in League City:: 7 months

High School:: Bob Jones Academy

College:: Herzing University

Trade or Business School::

Hobbies::

Are you currently serving on other Boards, Commissions, or Committees?: Yes

If yes, which:: Herzing University Legal Studies Advisory Board

Have you served on a Board, Commission, or Committee before?: Yes

If yes, which:: Herzing University Legal Studies Advisory Board

Please list organization memberships and positions held:: Herzing University Legal Studies Advisory Board,
December 2015 – Present

Please List Areas of Special Interest: Pre-law, real estate law, banking & finance law

Please Enter Basic Resume Information Below: Jason T. Morris
3317 La Vista Drive
Hapeville, Georgia 30354

Education:

Herzing University, September 2012 – August 2015
50 Hurt Plaza Southeast, Suite 400, Atlanta, Georgia
Bachelor of Science in Legal Studies
Magna Cum Laude, 3.87 GPA
Honors: President's List, Dean's List

Employment:

Holland & Knight LLP, June 2019 – Present
Practice Assistant
Regions Plaza, 1180 West Peachtree Street Northwest, Suite 1800, Atlanta, Georgia
Draft correspondence and prepare banking & finance and real estate transactional documents, maintain files and records, process attorney expense reports, open new matters, proofread documents and make revisions, create signature pages for closing and prepare closing binder transcripts

Jones Day, September 2014 – May 2019
Legal Secretary
Pershing Plaza, 1420 Peachtree Street Northeast, Suite 800, Atlanta, Georgia
Assisted attorneys and paralegals in preparing transactional real estate documents, proofread work product and made document revisions, opened new matters, transcribed and drafted correspondence, processed expense reports, entered time, maintained and managed files, calendars, travel reservations and client contact information, and prepared closing binders

Greenberg Traurig, LLP, June 2013 – September 2014
Clerk
Terminus 200, 3333 Piedmont Road Northeast, Suite 2500, Atlanta, Georgia
Assisted attorneys and paralegals in various litigation case actions, including, but not limited to, foreclosure confirmations, deficiency and suit-on-note, drafted demand letters, pleadings and other legal instruments, maintained Excel spreadsheets and reviewed raw data for multi-district and bellwether litigation

Membership/Community Involvement:

Stonewall Bar Association of Georgia, Inc., October 2016 – Present
Member
Post Office Box 7708, Atlanta, Georgia
Socialize and network with other legal professionals in order to provide support and services to the advancement of LGBTQ+ issues and causes

Herzing University, December 2015 – Present
Board Member
50 Hurt Plaza Southeast, Suite 400, Atlanta, Georgia
Consult and advise on matters discussed before the Legal Studies Advisory Board including, but not limited to, program review, NALA Certification examination review, internships and mentoring

One Good Deed: A Program of Aviv Older Adult Services at Jewish Family and Career Services, January 2017 – December 2017
Friendly Visitor
Visited with an older adult who is living independently in order to provide support for tasks including, but not limited to, running errands, shopping and other various functions relating to social bonding and companionship

Please provide three references:: Travis Horsley [REDACTED]
Mike Simpson mike@aap2000.com
Sherry Cranford [REDACTED]

If you would like additional, non-Hapeville references, please let me know.

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Jason, Morris

Additional Information:

Form submitted on: 1/25/2021 2:42:31 PM

Submitted from IP Address: 35.227.4.106

Referrer Page: No Referrer - Direct Link

Form Address: <http://hapeville.org/Forms.aspx?FID=118>

From: noreply@civicplus.com
To: [Crystal Griggs-Epps](#); [Maria Rodriguez](#)
Subject: Online Form Submittal: Board Application Form
Date: Monday, February 08, 2021 11:38:56 AM

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Board of Ethics

Name:: Jerome Lucas Newell

Home Address:: 247 Maple Street Hapeville, GA 30354

Home Phone Number:: [REDACTED]

Business Phone Number:: [REDACTED]

Occupation:: Attorney

Email Address:: JeromeNewell@FBJLaw.com

Why do you want to serve on a Board or Commission?: I want to be more involved in my community and this role is an appropriate fit for my skill set.

Are you available in the evenings? : Yes

If yes, which evenings are best for you? : Tuesday,Wednesday,Thursday

Length of Residency in League City:: Atlanta

High School:: Englewood High School

College:: Atlanta's John Marshall Law School

Trade or Business School::

Hobbies::

Are you currently serving on other Boards, Commissions, or Committees?: No

If yes, which::

Have you served on a Board, Commission, or Committee before?: No

If yes, which::

Please list organization memberships and positions held::

Please List Areas of Special Interest:

Please Enter Basic Resume Information Below: Forrest B Johnson & Associates
Attorney
2016 - Present

Please provide three references:: Christopher Harness [REDACTED]

Sherice Newberry

Claude Davis

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Jerome Lucas Newell

Additional Information:

Form submitted on: 2/8/2021 11:38:47 AM

Submitted from IP Address: 96.83.22.93

Referrer Page: No Referrer - Direct Link

Form Address: <http://hapeville.org/Forms.aspx?FID=118>

From: noreply@civicplus.com
To: [Crystal Griggs-Epps](#); [Maria Rodriguez](#)
Subject: Online Form Submittal: Board Application Form
Date: Wednesday, January 20, 2021 8:05:16 PM

The following form was submitted via your website: Board Application Form

Select the Board, Commission, or Committee applying for:: Board of Ethics

Name:: Sylvia Pace

Home Address:: 2036 Rugby Avenue, College Park, GA 30337

Home Phone Number:: [REDACTED]

Business Phone Number:: [REDACTED]

Occupation:: Retired educator, Woodward Academy and Founder of Pace Yourself Consultancy, LLC

Email Address:: [REDACTED]

Why do you want to serve on a Board or Commission?: I live in the tri cities area and am frequently in all three areas. Hapeville adds to my quality of life and I would love to give back. As a retired educator, I spent years with my students examining ethics in Literature, talking through issues and resolving disagreements. I would love to use this background and experience to collaborate and contribute to your board of ethics committee.

Are you available in the evenings? : Yes

If yes, which evenings are best for you? : Monday ,Tuesday,Wednesday,Thursday

Length of Residency in League City:: 5 years

High School:: Eastmoor High School. Columbus, Ohio

College:: The Ohio State University

Trade or Business School::

Hobbies:: Reading, Historical Society

Are you currently serving on other Boards, Commissions, or Committees?: No

If yes, which::

Have you served on a Board, Commission, or Committee before?: Yes

If yes, which:: College Park Historical Society

Please list organization memberships and positions held:: Past Vice President, College Park Historical Society
Past Membership Chair, College Park Woman's Club

Please List Areas of Special Interest: Reading, traveling, civic engagement, walking the tri cities area.

Please Enter Basic Resume Information Below: Retired English and Reading teacher from Woodward Academy
(Lower and Middle School)

Please provide three references:: DeLisa Edmondson, [REDACTED]
Phyllis Sullivan [REDACTED]
Archie Polk [REDACTED]
Garland Watkins [REDACTED]

Electronic Signature (First, Last): Please be aware that an electronic signature is as legally binding as a handwritten signature.: Sylvia Pace

Additional Information:

Form submitted on: 1/20/2021 8:05:10 PM

Submitted from IP Address: 99.73.20.66

Referrer Page: No Referrer - Direct Link

Form Address: <http://hapeville.org/Forms.aspx?FID=118>

Application to Serve on Appointed Board or Commission

New Application ☐

Re-Appointment ☒

Name of Applicant: Cecilia B. Reme

Address: 3208 North Fulton Ave

Home Telephone # [REDACTED] Work#

Cell # [REDACTED] Best Contact to use: Cell #

E-mail address thepublicaffairllc@yahoo.com

Please check the Appointed Boards you would like to be considered for:

Board of Appeals

☐
☐
☐

Development Authority

☒
☐
☐

Planning Commission

☐
☐
☐

Board of Ethics

Main Street Board

TPD Committee

Design Review Commission

Personnel Board

How long have you been a resident of the city? 3years

Are you available to meet during the day, if so, days are best for you? Sat & Sun

Are you available in the evenings, if so, what days are best for you? Mon-Fri

What time period is ideal for you? after 4:30pm

Please estimate the amount of time you have per month to devote to an appointed position: 2 - 3 weeks

Do you have a technical background in one of the following?

Legal Engineering Architecture Planning

What do you perceive as the city's greatest asset? It's residents and businesses

What do you perceive as the city's greatest liability? safe and easy access to healthy and nutritious grocery stores

<u>Where</u>	<u>What You Did</u>	<u>Dates of Service</u>
Hapeville Development Authority	Committee Member	Dec. 2019 - Present
Fulton County Schools	Reading Bowl Volunteer	Nov. 2019
Buckhead Church-DoJustice	Community Rehabilitation	May 2019

Spelman College Alumnae Association

1) <u>Arnold Martin</u>		
Name	Address	Telephone
2) <u>Maria Maxie-Whitfield</u>		
Name	Address	Telephone
3) <u>Wayman Anderson</u>		
Name	Address	Telephone

Please print your name: Cecilia Reme

Page 35 of 58



City Clerk's Office
3468 North Fulton Avenue
Hapeville, GA 303054
Phone: (404) 766 - 3004
Fax: (404) 669-3302

Application to Serve on Appointed Board or Commission

Name of Applicant: Kayla Fortner

Address: 522 Lake Drive

Home Telephone # N/A Work# [REDACTED]

Cell # [REDACTED] Best Contact to use: cell

E-mail address [REDACTED]

Please check the Appointed Boards you would like to be considered for:

Board of Appeals	☐	Design Review Commission	☐	Personnel Board	☐
Board of Ethics	☐	Development Authority	☒	Planning Commission	☐
Clean & Beautiful Commission	☐	Main Street Board	☐	TPD Committee	☐

How long have you been a resident of the city? 3 years

Are you available to meet during the day, if so, days are best for you? Weekday
evenings after 6 pm

Are you available in the evenings, if so, what days are best for you? Any weekdays

What time period is ideal for you? 6 pm - 8 pm

Please estimate the amount of time you have per month to devote to an appointed position: 10 hours

Do you have a technical background in one of the following?

Legal _____ Engineering X Architecture _____ Planning _____

What do you perceive as the city's greatest asset? Small town feel just minutes from downtown. Wonderful historical downtown and old homes. Walkable neighborhood. Great parks.

What do you perceive as the city's greatest liability? Abandoned businesses and homes.

Why do you want to serve on a Board/Commission? I want to be a part of my community
and promote responsible and ethical business and industry in Hapeville while being mindful of supporting
the citizens, the environment, and historical sites

Volunteer Experience:

<u>Where</u>	<u>What You Did</u>	<u>Dates of Service</u>
Renovation Church Childrens Ministry, Teach Sunday School,		2017-2019
United Methodist Childrens Home,	Math tutor	2018
United Methodist Childrens Home,	Babysit foster children	2018

Leadership Experience: _____

Awards, Hobbies or Other Interests You Would Like to Tell Us About: _____

I love music, playing piano, hiking, and exploring Hapeville and Atlanta

Please provide information on three references

1) William Dial, PE	N/A	
Name	Address	Telephone
2) Heather Taylor	N/A	
Name	Address	Telephone
3) Joey Overton	N/A	
Name	Address	Telephone

Signature: Kayla Fortner

Please print your name: Kayla Fortner

Date: 2/5/2020

The City requests that if you are in the Real Estate Industry, or Mortgage/Lending for Real Estate Projects, that you do not apply for positions on the Development Authority, Planning Commission or the Board of Zoning and Appeals.

Please return the Application to the City Clerk's Office at the address above.

WATER SUPPLY AGREEMENT

This Interjurisdictional Water Supply Agreement (as may be amended from time to time, the “Agreement”), made and entered into this _____ day of _____ 2021, by and between the City of Atlanta, a municipal corporation of said State of Georgia and Fulton County (“Atlanta”), and the City of Hapeville, a municipal corporation of said State and Fulton County (“Hapeville”) (from time to time, individually referred to as “Party”, and collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, Hapeville, entered into a contract with Atlanta to obtain and pay for water from February 27, 1995 through December 31, 2020; and

WHEREAS, Atlanta is willing to continue to provide water service to Hapeville based on the projections of the Atlanta Regional Commission (ARC) Regional Water Resource Management Plan, and the Department of Watershed Management 2019 Water Master Plan at a maximum rate of 2 million gallons per day (mgd).

WHEREAS, Atlanta has evaluated the ability of the Department of Watershed Management to furnish the expected maximum usage of 2 million gallons per day in 2021 in the southern section of the distribution system, and has determined that this expected demand may be met without adversely affecting water service to Atlanta’s customers; and

WHEREAS, by resolution adopted by the Council of the City of Atlanta on _____, _____, and approved by the Mayor on _____, _____, the Department of Watershed Management was authorized to continue to furnish water services to Hapeville until _____, _____, a copy of said resolution being attached hereto as Exhibit A, and made a part hereof by reference.

WHEREAS, by resolution adopted by the Council of the City of Hapeville on _____, _____, and approved by the Mayor on _____, _____, Hapeville was authorized to

enter into this Agreement with Atlanta, a copy of said resolution is attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Parties hereto agree as follows:

SUPPLY

1.

Atlanta agrees to sell and deliver to Hapeville, at the meters set forth on Exhibit B attached hereto, and Hapeville agrees to purchase and to take at such meter delivery points, water required by Hapeville during the term of this Agreement for its own use and distribution to the customers served by Hapeville, through its water distribution system in the City of Hapeville, at the rate of up to 2 MGD. In no event will Atlanta be responsible for the condition or operation of Hapeville's water distribution system in the City of Hapeville. In no event will Atlanta be obligated to deliver water to Hapeville at a higher rate of delivery, or in a greater amount, than as provided in this Agreement, unless this Agreement is amended by written amendment appropriately authorized and executed by both Parties. This provision does not preclude Hapeville from purchasing water from any other source or providing water from its own sources during the term of this Agreement.

PAYMENT REQUIREMENTS

2.

(a) Atlanta will remit a monthly bill to Hapeville. Hapeville must pay Atlanta, within thirty (30) days of the date of such bill, for all water actually furnished, in accordance with Atlanta's standard wholesale water prices, subject to increase, as set forth on Exhibit C attached hereto. Atlanta may unilaterally adjust or adopt new and different wholesale prices from time to time, in its sole discretion. Any newly adopted wholesale prices will be effective thirty (30) days after Hapeville receives notice of those new prices from Atlanta. Atlanta will

use commercially reasonable efforts to promptly notify Hapeville of any changes in its schedule of wholesale water prices. In the event of default in any payment by Hapeville, interest on said payment shall accrue from the date such payment is due at the rate of seven percent (7%) per annum until paid. In the event Hapeville decides to change water suppliers, it will give Atlanta one hundred eighty (180) days' notice, prior to the change.

(b) On a monthly basis, during the term of this Agreement, the meters existing and furnishing water to Hapeville by Atlanta will be jointly read by authorized representatives of Atlanta and Hapeville at a mutually agreeable time. If Hapeville fails to have its representative or representatives present at the agreed upon time, then the reading of the meter made by a representative or representatives of Atlanta will be deemed final, conclusive and binding upon Hapeville.

(c) Based on the monthly meter readings, Atlanta will remit to Hapeville a monthly bill for the water furnished to Hapeville by Atlanta during the preceding calendar month, and Hapeville must pay such monthly bill within thirty (30) days of the date of such bill. If Hapeville fails to pay such bill, within the thirty (30) day time period, Atlanta may, five (5) days after such failure, discontinue the water service provided under this Agreement, in addition to exercising any other rights Atlanta may have hereunder, at law or in equity. Failure of Atlanta to exercise its rights hereunder shall not constitute a waiver of such rights.

(d) Hapeville must pay Atlanta's then current standard meter charge, as adopted or adjusted by Atlanta, in its sole discretion, for the installation of any meters during the term of this Agreement.

(e) Hapeville must pay the cost of, and obtain, flow meters with high-speed pick-up to replace any present and future meters, when determined to be necessary or desirable by Atlanta. When determined to be necessary, or when requested by Hapeville, Atlanta will provide exact specifications of flow meters with high-speed pick-up to replace any present and

future meters, and will install, maintain and pay circuit charges for such meters when obtained and furnished by Hapeville. Atlanta will furnish periodic reports to Hapeville detailing its daily activity in fulfillment of this provision and will also furnish a monthly summary to Hapeville of those activities. Within one hundred eighty (180) days of receipt from Atlanta of exact specifications for any meters, Hapeville agrees to make those meters available for installation by Atlanta.

(f) Title to all meters, valves, pipes, and other water services infrastructures installed pursuant to this Agreement to facilitate the provision of water to Hapeville is vested in Atlanta, will remain the property of Atlanta and will be maintained by Atlanta. Hapeville will have the right to inspect all such meters, valves, pipes, and other water services infrastructures at all reasonable times upon prior arrangements with Atlanta. Notwithstanding the foregoing, Hapeville shall not tamper with or open such Atlanta meters, valves, pipes, and other water services infrastructures.

(g) If any meter for any period of time fails to function properly and, as a result, fails to accurately measure the water passing through it, then the charges due under this Agreement concerning water that has passed through that meter will be computed on the average daily consumption shown by the meter when properly functioning for the most recent monthly billing cycle.

TERM; RENEWALS

3.

The initial term of this Agreement will be thirty (30) years, beginning on its effective date, unless earlier terminated as provided for in this Agreement. Atlanta may renew this Agreement, at its sole discretion, under the same terms and conditions, for two (2) consecutive periods of ten (10) years each (each an “Option Period” and collectively “Option Periods”). Atlanta may exercise any Option Period to renew this Agreement by delivering written notice

of its intent to renew ninety (90) days prior to the expiration date of the then current term of this Agreement; provided, however, that no such renewal will be effective until appropriate legislation, if required by Atlanta ordinance, is enacted by Atlanta's city council and approved by Atlanta's Mayor, approving such renewal and Hapeville provides Atlanta appropriate documentation evidencing Hapeville's authority to be bound by this Agreement during the Option Period.

AUTHORIZED REPRESENTATIVES

4.

(a) Atlanta will designate at least one individual to serve as its representative ("Atlanta's Representative") in all dealings with Hapeville. The initial Atlanta's Representative will be Commissioner of the City's Department of Watershed Management.

(b) Hapeville will designate at least one individual to serve as its representative ("Hapeville's Representative") in all dealings with Atlanta. The initial Hapeville's Representative will be Hapeville's Community Services Director.

(c) Representatives may change at any time, from time to time, upon prior written notice to the other Party.

TERMINATION BY CITY

5.

(a) It shall be a default if, after receiving written notice from the other Party that it is failing to perform its obligations under this Contract and failing to cure within ten (10) days of receipt of such notice, either Party fails to perform its obligations under this Contract. Upon such default, City or Authority may terminate this Contract by giving thirty (30) days prior written notice that the other Party is in default of the performance of its obligations under this Contract.

(b) This Agreement will immediately terminate, without the requirement of any action on Atlanta's part, if Hapeville:

- (i) voluntarily consents to an order for relief by filing a petition for relief under the laws of the United States codified as Title 11 of the United States Code;
- (ii) seeks, consents to or does not contest the appointment of a receiver, custodian or trustee for itself or for all or any part of its property;
- (iii) files a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of any state or other competent jurisdiction;
- (iv) gives notice to any governmental body of insolvency or pending insolvency, or suspends operations;
- (v) becomes insolvent as that term is defined under applicable bankruptcy, fraudulent transfer, or conveyance laws; or
- (vi) makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

CONNECTIONS

6.

In order to insure the above-described supply of water and to provide for an accurate measure of water used;

- (a) Atlanta shall continue to furnish to Hapeville, through five (5) existing 6-inch meters, at locations described on Exhibit B.

- (b) Service through additional meters may be furnished only if mutually agreed upon by both Parties and by amendment of this Agreement.
- (c) Hapeville may, in a manner not intrusive on Atlanta's ability to properly administer the system, and at its own expense, take its own reading from all meters, either manually or electronically. Hapeville agrees it will not tamper or interfere with, repair, or compromise the meters or system in anyway.
- (d) Upon request by Hapeville, one or more of the metered connections may be discontinued to no longer supply water to Hapeville through such discontinued meter. Hapeville shall provide Atlanta with at least 24 hours' notice of any such request.

REGULATORY COMPLIANCE

7.

It is mutually understood and agreed that the terms of this Agreement are subject to applicable federal and state laws, rules and regulations of regulatory agencies having purview over the subject matter hereof. Hapeville must comply with and enforce the Georgia Rules for Safe Drinking Water and all federal, state, and local rules (Atlanta's local rules is specifically included in all references to "local rules"), acts, laws, ordinances, regulations and any other laws, acts and regulations which require suppliers of water to insure that no connections with unapproved water sources or cross-connections with nonpotable systems are made to the public water system. In order to protect the public water system, by containment, Hapeville shall comply with and enforce any federal, state, or local cross-connection control/backflow prevention program in its distribution system(s). The installation of all backflow-prevention

devices shall be in accordance with all applicable federal, state, and local plumbing codes. Hapeville agrees that it will allow Atlanta full and complete access to these systems.

Upon request by Atlanta, Hapeville shall agree to adopt any such laws, policies or changes made necessary to comply with existing or future federal or state laws that apply to the sale, purchase, supply, and treatment of water.

EMERGENCY

8.

If Hapeville is confronted by an emergency and it needs and desires delivery of water at a higher rate of delivery, or in a greater quantity than specified in this Agreement, Hapeville may notify Atlanta in writing of such need. Atlanta, in its sole discretion, may then, on a temporary basis, deliver water to Hapeville at a higher rate of delivery, or in greater quantity than specified in this Agreement, for a period of time and to the extent determined by Atlanta.

9.

If Atlanta is confronted by any emergency, event or stoppage over which Atlanta has no reasonable control, both Parties agree that this Agreement does not obligate Atlanta to guarantee continuity of water service, or the delivery of any specific quantity of water.

10.

If Atlanta, in its sole discretion, institutes rationing of water, Hapeville shall be entitled to its pro-rata share of water available on a wholesale basis.

11.

Atlanta shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to Hapeville, and to avoid any shortage or interruption of delivery thereof.

Atlanta shall not be liable for any failure, interruption, or shortage of water, or any loss or damage resulting therefrom.

FORCE MAJEURE

12.

Atlanta and Hapeville, as applicable, will not be liable for their respective non-negligent or non-willful failure to perform under this Agreement or for any delay in performance or non-performance due to:

- (a) any cause beyond its respective reasonable control;
- (b) the inability of Atlanta to process potable water in compliance with governmental requirements or this Agreement as a result of any cause beyond its control or the design or operational capabilities of any facility of Atlanta involved in supplying water to Hapeville;
- (c) any act of God, including without limitation, hurricane, earthquake, flood, or tornado;
- (d) any change in applicable governmental requirements rendering the performance of any portion of this Agreement commercially unreasonable or legally impossible;
- (e) fire;
- (f) explosion;
- (g) strike or labor dispute;
- (h) any shortage or disruption of or inability to obtain labor, material, facilities, power, fuel or transportation from usual sources;
- (i) delay or failure to act of any governmental or military authority;
- (j) any war, hostility or invasion;

- (k) any embargo, sabotage, civil disturbance, riot or insurrection;
- (l) the discovery of any unforeseen physical condition at any facility of Atlanta involved in supplying water to Hapeville; or
- (m) any legal proceeding not involving the performance of each Party to the other of its obligations under this Agreement (each, a “Force Majeure”).

PRIOR CONTRACTS SUPERSEDED

13.

This Agreement constitutes the full, complete and entire Agreement between the Parties and supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter of this Agreement.

MODIFICATIONS

14.

No modification or amendment of this Agreement, except for Rate increases, shall be binding unless such modification or amendment shall be in writing and signed by both Parties. No such modification or amendment of this Agreement shall be binding upon Atlanta, and Atlanta shall incur no liability with respect to such purported modification or amendment, unless the same has been authorized by the Council, and approved by the Mayor of the City of Atlanta.

15.

LIMITATION OF LIABILITY

Atlanta will use reasonable diligence and care to provide a regular and uninterrupted supply of water to Hapeville, and to avoid any shortage or interruption of delivery of water to Hapeville. Atlanta will not be liable for any failure, interruption, or shortage of water, or any loss or damage resulting from such an event, to the extent occasioned by any cause

constituting a Force Majeure.

GOVERNING LAW

16.

This Agreement will be construed under Georgia law. Hapeville and Atlanta agree that jurisdiction and venue for any action brought with respect to this Agreement will be in Fulton County, Georgia.

GRATUITIES OR KICKBACKS

17.

This Agreement may be terminated if Hapeville, or any other representative of Hapeville, gave or agreed to give, any employee or former employee of Atlanta a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal for a contract or subcontract.

CONTINGENT FEES

18.

Hapeville warrants that it has not employed or retained any company or person, other than a bona fide employee working for Hapeville, to solicit or secure this Agreement; and that Hapeville has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee or firm or legal counsel working for Hapeville, any fee, commission, percentage, gift or any other consideration contingent upon or resulting

from the award or making of this Agreement. For the breach or violation of this warranty, Atlanta may terminate this Agreement and, at its sole discretion, may deduct from any amounts owing to Hapeville, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration.

WAIVER

19.

The failure of Atlanta to seek redress for any violation of, or to insist upon the strict performance of, any term of this Agreement will not prevent a subsequent violation of this Agreement from being actionable by Atlanta. The provision in this Agreement of any particular remedy will not preclude Atlanta from any other remedy.

INTERPRETATION NOT AFFECTED

20.

The organization of this Agreement into articles, sections, paragraphs and subparagraphs, a table of contents and the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction or effect of this Agreement, nor the rights, obligations and liabilities of the parties under this Agreement.

LEGAL CONSTRUCTION

21.

If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

PARTIES BOUND

22.

This Agreement shall not become binding upon Atlanta, and Atlanta shall incur no liability thereupon, until it has been executed by the Atlanta Mayor and Hapeville.

COUNTERPARTS

23.

This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly constituted offices, have hereunto set their hands and seals as of the date first above written.

CITY OF ATLANTA

Approved as to form:

By: _____
CITY ATTORNEY

By: _____
Keisha Lance Bottoms
MAYOR

By: _____
Foris Webb III
MUNICIPAL CLERK

CITY OF HAPEVILLE

MAYOR

Approved By:

COMMISSIONER

Approved as to form:

CITY ATTORNEY

EXHIBIT A
ATLANTA AUTHORIZING LEGISLATION

DRAFT

EXHIBIT B

METER LOCATIONS

1. 881 North Central Avenue SW – six inch (6”) meter (North Central Avenue @ Sylvan Road)
2. 3710 Union Avenue SW – six inch (6”) meter (Union Ave & Oak St @ Perry J. Hudson Pkwy (Formally North Loop Rd)
3. 522 Henry Ford II Avenue – six inch (6”) meter (Henry Ford II Avenue/Porsche Avenue @ Elm Street) – Prior Designation – 524 South Central Avenue
4. 0 Metropolitan Pkwy SW – six inch (6”) meter (0 Metropolitan Parkway/ Dogwood Drive @ Mt. Zion Road) – Prior Designation – 3001 Metropolitan Parkway
5. 200 Mt. Zion Road SW – six inch (6”) meter – (Mount Zion Road @ Forest Hill Drive/Commerce Way)

EXHIBIT C

WHOLESALE WATER PRICES

Year	Price*
2021	\$3.70
2022	\$4.40
2023	\$5.01

*Per hundred cubic feet for water actually used.

Note: The wholesale water price will increase per the escalator set forth above, with each increase to take effect on January 1st of each listed calendar year.

EXHIBIT D
HAPEVILLE AUTHORIZING LEGISLATION

DRAFT

RESOLUTION 2021-

RESOLUTION AUTHORIZING A WATER SUPPLY AGREEMENT

WHEREAS, the Mayor and Council of the City of Hapeville shall enter into an agreement with the City of Atlanta for furnishing water services to the City of Hapeville and,

WHEREAS, the City of Atlanta agrees to sell and deliver to Hapeville water at the rate up to 2 MGD.

NOW, THEREFORE, THE MAYOR AND COUNCIL of the City of Hapeville, HEREBY RESOLVES that this Resolution be adopted.

IN WITNESS WHEREOF, this Resolution has been duly adopted by the Mayor and Council of the City of Hapeville, Georgia on March 2, 2021.

By:

Attest:

Alan Hallman, Mayor

Crystal Griggs-Epps , City Clerk

Approved as to form:

Priya Patel, City Attorney

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

3
4 **RESOLUTION NO. _____**

5
6 **A RESOLUTION SUPPORTING REPRESENTATIVE DAVID DREYER'S LOCAL**
7 **LEGISLATION REGARDING THE CHARTER AMENDMENTS OUTLINED IN HOUSE**
8 **BILL 600 FOR THE CITY OF HAPEVILLE; TO AUTHORIZE THE MAYOR TO SIGN**
9 **ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION;**
10 **TO AUTHORIZE THE CITY ATTORNEY TO PREPARE ANY AND ALL DOCUMENTS**
11 **NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY**
12 **CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY,**
13 **AS NECESSARY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR**
14 **AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

15
16 ***W I T N E S S E T H :***

17
18 **WHEREAS,** the City of Hapeville ("City") is a municipal corporation duly organized and
19 existing under the laws of the State of Georgia; and

20
21 **WHEREAS,** the City wishes to show its support for House Bill 600 which provides for
22 charter amendments and updates to the City of Hapeville's Charter; and,

23
24 **WHEREAS,** the Mayor and Council of the City of Hapeville, in the exercise of their sound
25 judgment and discretion, after giving thorough consideration to all the implications involved, and
26 keeping in mind the public interest and welfare of the citizens of the City, have determined that
27 the proposed Charter amendments would benefit the citizens of the City.

28
29 **THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY**
30 **OF HAPEVILLE, GEORGIA, AS FOLLOWS:**

31
32 1. **Incorporation of Pre-Amble.** The pre-amble is incorporated herein as fully set
33 forth above.

34
35 2. **Support of House Bill 600.** The Hapeville City Council wishes to show support of
36 House Bill 600. This bill, introduced by Representative Dreyer, provides for a number of Charter
37 amendments for the City of Hapeville, including but not limited to, updates to quorum
38 requirements, requirements for the City Attorneys, and council meeting regulations.

39
40 3. **Authorization for Mayor.** That the Hapeville City Council hereby authorizes the
41 Mayor to execute any and all documents necessary in support of House Bill 600. A copy of said
42 documents shall be filed with the City Clerk.

43
44 4. **Attestation.** That the Hapeville City Council hereby authorizes the City Clerk or
45 Assistant City Clerk to attest the signature of the Mayor appearing on the documents, to affix the
46 official seal of the City thereto as necessary to effectuate this Resolution, and to place this

Resolution and an executed copy of all documents among the minutes or official records of the City for future reference.

5. **Authorization for Attorney.** That the Hapeville City Council hereby authorizes the City Attorney to approve this Resolution as to its form and review any and all documents necessary to effectuate the Charter amendments for the City of Hapeville and to ensure all documents conform to state law.

6. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

8. **Effective Date.** This Resolution shall take effect immediately.

RESOLVED this ____ day of _____, 2021.

CITY OF HAPEVILLE, GEORGIA

ALAN HALLMAN, MAYOR

ATTEST:

CRYSTAL EPPS-GRIGGS, CITY CLERK
(seal)

APPROVED BY:

PRIYA M. PATEL, CITY ATTORNEY