

Mayor and Council Work Session

Join in-person at 700 Doug Davis Drive, Hapeville,
Or, view live stream at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes>

April 20, 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. 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.

5. Old Business

6. New Business

6.I. 2022 Budget Preview

Background:

Included in the packet, for discussion is a preliminary high-level summary of anticipated revenue and expenditures for the upcoming fiscal year, 2021-2022.

The Finance Department asks the Mayor and Council to review the 2021-2022 proposed budget to gain an understanding of the City's departmental needs and goals. Most of the departments anticipate little change from FY21. We are asking council to consider investing in major repairs of certain city buildings, continue the replacement of old vehicles, and invest in City beautification.

As the Finance Department continues to develop the 2021-2022 budget, we are asking for Mayor and Council to submit their ideas for initiatives to be undertaken next year. We expect to be able to add to the fund balance in FY 22 and will continue to manage toward restoring the balances lost due to COVID 19.

Documents:

1. City of Hapeville - General Fund Budget Discussion Draft - Top Level

6.II. Consideration and Action on Intergovernmental Agreement with Fulton County to Conduct the Municipal General Election for November 2, 2021 and to Authorize Payment of Invoice in the Amount of \$11,508.00

Background:

O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections. Attached is an Intergovernmental Agreement with Fulton County to conduct the Municipal General Election on November 2, 2021 and an invoice in the amount of \$11,508.00 for services.

Documents:

1. Contract - Hapeville Nov 2021

6.III. Consideration and Action to Approve Arbor Day Resolution

Background:

Established in 1872, 149 years ago, Arbor Day celebrates and promotes the planting and caring for trees. This year, National Arbor Day will be celebrated on Friday, April 30, 2021. The City of Hapeville urges all citizens to support efforts to protect our trees and woodlands and to plant trees to gladden the heart and promote the well-being of this and future generations.

Documents:

1. 2021- Arbor Day Resolution

6.IV. Discussion on Sponsoring Chapman's 100th Anniversary Celebration

Background:

Chapman's has existed and been an important part of the Hapeville community for 100 years. They have made it through WWII, Korean War, Vietnam War, stock market crashes, housing crashes, etc. with uninterrupted service for the citizens of Hapeville. Hapeville Main Street Board is requesting that the City of Hapeville celebrate and sponsor Chapman's milestone event.

The date of July 17, 2021 is also a date for Jazz and Seafood in Jess Lucas Park. The Main Street Board feels these two events occurring at the same time would play off each other and only increase visibility for city events.

Attached is a proposed budget for Chapman's 100th Anniversary celebration.

Documents:

1. Chapman Drugs 100th Anniversary Event - July 17

6.V. Discussion to Revise Food Truck Ordinance

Background:

Councilman Chloe Alexander will lead a discussion on reviewing our Food Truck ordinance.

Documents:

1. Food Truck Court Draft Revisions
7. City Manager Report
8. 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.
9. Mayor and Council Comments
10. 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).
11. 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.

City of Hapeville
Fiscal 2020-2021 & Fiscal Year 2021-2022 Budgets
Discussion Draft

	FY2020-21 Current Approved Budget	FY2021-2022 Proposed Budget
TOTAL REVENUES	15,530,190	16,986,637
GENERAL FUND - EXPENDITURE SUMMARY		
1110 - CITY COUNCIL	39,186	39,687
1310 - MAYOR	15,343	23,343
1320 - CITY MANAGER	926,407	560,691
1330 - CITY CLERK	182,056	176,596
1400 - ELECTIONS	1,500	32,500
1510 - FINANCE & ADMINISTRATION	868,255	872,939
1530 - LEGAL SERVICES	200,000	200,000
1510 - HUMAN RESOURCES	408,569	411,429
1565 - INFORMATION TECHNOLOGY	446,834	379,688
2650 - MUNICIPAL COURT	271,500	288,321
3210 - POLICE ADMINISTRATION	3,813,967	3,946,381
3510 - FIRE ADMINISTRATION	3,779,305	3,451,038
4210 - HIGHWAY AND STREETS	1,466,034	1,496,053
6120 - PARTICIPANT RECREATION	705,661	736,774
6220 - PARK AREAS & GROUNDS	1,294,158	2,348,986
7400 - PLANNING & ZONING	113,950	116,050
7450 - CODE ENFORCEMENT	176,294	167,491
7520 - ECONOMIC DEVELOPMENT	537,036	551,657
7550 - MAIN STREET	39,600	42,900
9100 - OTHER FINANCING USES/TRANSFERS	244,535	244,535
TOTAL EXPENDITURES:	15,530,190	16,087,060
REVENUE OVER/(UNDER) EXPENDITURES	0	899,577

City of Hapeville
Fiscal 2020-2021 & Fiscal Year 2021-2022 Budgets
Discussion Draft

General Fund Revenue – FY2021-2022

General Fund total revenue for fiscal year 2021-2022 is projected at 17M and includes the following compared to current approved revenue budget:

- Projected revenue increase of 300K in taxes
- Projected revenue increase of 26K in Licenses and Permits
- Projected revenue increase of 1M for American Rescue Plan Funding
- Loan Proceeds of 1M for roof repairs/replacements for Parks & Grounds **

General Fund Expenditures – 2021-2022

General Fund total expenditures increased by 557K over Current Approved Budget

- Increase in budgeted expenses for Parks & Grounds of 1M for roof repairs/replacement for Police Department, City Hall and Fire Admin Office **
- Decrease in City Manager's budget of 373K by removing budgeted expenses for Development Authority debt service
- Decrease in Fire Department budget by 555K due to removal of debt service – matured loans
- Decrease in Information Technology budget of 72K due to removal of debt service – matured loans for De Lage – Equipment Lease

**** Assumption of Financing**

- Parks & Grounds projected cost of 1M for roof repairs/replacements assumes the City will have these projects financed. If this happens, the City will receive loan proceeds to offset 1M cost and will only budget a prorated portion of cost through debt service. This 1M amount is already included in the 17M projected revenue budget.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF HAPEVILLE, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Hapeville, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections (“BRE”) has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of \$2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of \$2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk

With a copy to: City Attorney

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF HAPEVILLE, GEORGIA

_____ (SEAL)

Mayor

City Clerk (SEAL)

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

City Attorney

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Hapeville, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2021.

Municipal Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the City of Hapeville General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

Elections Superintendent
Fulton County Board of Registration and
Elections (SEAL)



EXHIBIT B
CITY OF HAPEVILLE
FLAT-RATE CONTRIBUTION

Election	November 2, 2021 General
Council, At-large, 1 st Ward, 2 nd Ward	
Number of Active Registered Voters (as of 3.23.2021)	3,888
Cost Per Voter	\$2.96
Total Cost	\$11,508.00

**State of Georgia
City of Hapeville**

Resolution 2021 –

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special Day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

Whereas, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood produces, and

Whereas, trees in our city increase property values, enhance the economic vitality of business area, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal, and

Whereas, the City of Hapeville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices,

Be It and It is Hereby Resolved by the Mayor and Council of the City of Hapeville that the 30th day of April 2021 be known as

Arbor Day

In the City of Hapeville, Georgia and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees to gladden the heart and promote the well-being of this and future generations.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Hapeville to be affixed this 6th day of April 2021.

Signed:

Attest:

Alan Hallman, Mayor

City Clerk

Approved as to Form:

City Attorney

Chapman's 100th Anniversary Event

Saturday, July 17, 2021

4:00-6:00 PM - At Chapman's Drug Store

-Free Drinks from Soda Fountain – Derek Chapman to choose what he will serve.

-Academy Actors positioned around Drug Store telling stories in character:

-Dr. Chapman - Rayburn Chapman, Sr. who started Chapman Drugs

-Coy Wynn - Soda Jerk – worked at Chapman's for 30 years

-Hoyt Smith - Delivery boy

-Gossip Lady - Tells tales about life in Hapeville

6:00 – 8:00 PM – Community Services Parking Lot

-Darwin Conort to perform – People attending concert can buy food and beverages at local restaurants in the Arts Alley.

Budget:

Marketing:

\$2,700

Includes Banners on Street announcing event and 100th Anniversary, program with Chapman's history, and flyers & posters promoting event

Entertainment:

Academy Theatre Actors

\$1,000

Darwin Conort Musician

\$ 800

TOTAL EVENT EXPENSE

\$4,500

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

The following standards shall control the development and manner of operation of the following uses within the arts district overlay:

(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 **on which the hosting entity is open, 12 hours per day on which the hosting entity is closed**, and up to three days per week **total**. 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 this 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 per the requirements of [section 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 **as a primary use** 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 two food trucks 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 25 feet shall be maintained between any food truck and the entrance to any restaurant.

n. No food truck shall 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.