



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

TRAVIS HORSLEY
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

Mayor and Council Regular Session

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354

Or, visit the City's Website for live stream at

<https://hapevillega.civicclerk.com/Web/Player.aspx?id=434&key=-1&mod=-1&mk=-1&nov=0>

September 7, 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. PRESENTATIONS: None

7. PUBLIC HEARING:

7.I. Consideration and Action on Alcohol Beverage License request by Johnny's New York Style Pizza at 834 Virginia Ave

Background:

Johnny's New York Style Pizza has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from the Mayor and Council. All departmental reports have been received and advertising has been completed.

Staff Comments:

Applicant Comments:

Public Comments:

Supporting Document(s):

1. Application-Redacted
2. City Planners Report
3. Fire Inspection Report

8. 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.

9. CONSENT AGENDA

9.I. Consideration and Action of August 17, 2021, Mayor and Council Meeting Drafted Minutes.

Supporting Document(s):

1. 08172021 Minutes

9.II. Consideration and Action of Executive Session Minutes for August 17, 2021.

9.III. Consideration To Enter Agreement with Fulton County Board of Commission/Fulton County Arts Council in the amount of \$8000 And To Authorize Tim Young To Sign All Necessary Documents.

Background:

Fulton County Arts Council (FCAC) is in place to enhance the quality of life of Fulton County Residents. FCAC serves as the funding agency to support cultural programs and the agency which provides services to Fulton County based nonprofit art organizations and Fulton County residents. FCAC granted the City of Hapeville \$8000 for the 3rd annual Dia de Los Muertos Hapeville. Dia de los Muertos will include live music, authentic Mexican food and crafts, and local art. With Council's approval, Tim Young will be responsible to sign all corresponding documents.

Supporting Document(s):

1. FC Arts - Dia De Los Muertos Grant -DRAFT

9.IV. Consideration and Action on the purchase of two new F-150 trucks for Community Services in the amount of \$ 56,000.

Background:

The Public Works Division of Community Services will use the new trucks to replace a 1984 and a 1990 pickup truck. These trucks are part of the 21/22 budget and state contract pricing will be utilized in the purchase of the trucks.

9.V. Consideration and Action for LocalMotion 2021 Event Request.

Supporting Document(s):

1. LocalMotion 2021 Event Request for Council (002)

10. OLD BUSINESS: None

11. NEW BUSINESS:

11.I. Proposed amendment to Hapeville's Alcohol Ordinances to allow retail license holders to provide Alcoholic Beverage Catering at public events.

Background:

Alexia Ryan, owner of Beer Girl, is requesting Council amend Hapeville's Alcohol Ordinances to allow retail license holders to provide Alcoholic Beverage Catering at public events. Currently, Alcoholic Beverage Catering is only allowed at private events and Special Event Permits are required for public events in Hapeville. Per OCGA § 3-14-1 and Department of Revenue, special event use permits are "for the sale of alcoholic beverages for certain events which would otherwise require a retailer or retail dealers license" and requiring this process for existing retail license holders (instead of utilizing the alcoholic beverage catering process) is making it cumbersome and prohibitively expensive for local businesses to support and participate in community events.

Supporting Document(s):

1. Hapeville Ordinance Changes for Alcohol Beverage Caterers aug2021

11.II. Consideration and Action to approve Miller Well Drilling in an amount not to exceed \$ 80,000 for the digging and installation of a well system for the future splash pad at the Tommy Morris Sports Complex.

Background:

In order to install a splash pad for our citizens and still be mindful of water costs and conservation, the City is looking to use well water for the splash pad. We plan on using a single pass-through system for the splash pad that will allow water to be put back into the storm system and be used for other purposes such as landscaping and irrigation. The single pass-through system also reduces the chance of sickness that comes with the failure of recirculatory systems. Springwater from the surface in this area has recently been tested and it came back negative for harmful contaminants. The City has received \$ 205,700 in CDBG funds for the installation of the splash pad.

11.III. Discussion of 2021 Property Tax Millage Rate.**Background:**

The City has received its 2021 estimated tax digest from Fulton County. Gross Assessments for 2021 are \$470,187,479, up from 2020 value of \$452,467,782, an approximately 4% increase. Estimated taxable value, net of exemptions is 456,478,879.

The 2020 City tax rate was 16.00 mills, with an estimated collection of 7,050,237.79. The calculated rollback rate, the tax rate to collect the same estimated tax as the prior year, is 15.445 mills.

This evening is to discuss before Mayor and Council the millage rate for the City, with the anticipation of establishing millage at the September 21st Council work session with a single public hearing, or whether to increase the millage and have a public hearing on September 21st and 2 hearings on or before October 5th.

Maintaining the rate at 16.00 mills would increase estimated collections by approximately \$253,000. City Manager and Finance recommend maintaining the rollback rate at this time.

Supporting Document(s):

1. 2021 Millage - ARPA - Budget - Packet

12. CITY MANAGER REPORT:**13. 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.

14. MAYOR AND COUNCIL COMMENTS:**15. 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).

16. 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.



Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: 6/22/21 ☒ New ☐ Amended
Contact Name: Julie Wright Phone: [REDACTED]
Business/Trade Name: JP Hapeville LLC
D/B/A: Johnny's New York Style Pizza
Email: johnnyshapeville@gmail.com
Emergency Contact Name: Cathy Schulte Phone: [REDACTED]
Business Address: 834 Virginia Ave, Hapeville GA 30354

TYPE OF BUSINESS

- | | |
|--|---|
| ☐ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☒ Restaurant |
| ☐ Hotel/Motel | ☐ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

Retail		On-Premise Consumption	Wholesale/Manufacturer
☐ Beer/Wine	\$3,150.00	☒ Beer/Wine \$3,150.00	☐ Beer/Wine \$3,150.00
☐ Package	\$5,000.00	☐ Beer/Wine/Liquor \$5,000.00	☐ Beer/Wine/Liquor \$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

- | | |
|---------------------------------|-----------|
| ☐ Beer | \$750.00 |
| ☐ Wine | \$750.00 |
| ☐ Liquor | \$1600.00 |

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: Julie Elizabeth Wright Date of Birth: [REDACTED]
Revised March 2018

Current Address: [REDACTED]

Spouse Name: Jon Michael Wright

Address of Applicant (if different for the past 5 years):

16268 Milhousen Trail, Westfield IN 46074

211 Poplar Street, Westfield, IN 46074

Name and Location of Employers for the last five years: Greek's Pizzeria of

Westfield (GP Westfield LLC)

231 Park Street, Westfield, IN 46074

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for said business? ☐ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: [REDACTED] State Tax ID Number: [REDACTED]

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) BJSA Holdings, LLP
25 Spyglass Point, Newnan, GA 30263

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
Jon Michael Wright	Owner	[REDACTED]	[REDACTED]	35
Julie Wright	Owner	[REDACTED]	[REDACTED]	35
Justus Wright	Owner	[REDACTED]	[REDACTED]	15
Jeremiah Wright	Owner	[REDACTED]	[REDACTED]	15

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☒ Yes ☐ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID [REDACTED] Zoning District Village

Nearest Intersection: Virginia Ave &

Building Square Footage: 2400 Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): 200 sq ft (approx)

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

29 (existing business)

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). N/A

Hours/days of operation: Sunday: closed . Mon-Saturday: 11am - 9pm

Description of adjacent properties (residential/commercial) commercial

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.


Signature of Applicant or Agent

Julie Wright
Print or Type Name

I certify that Julie Wright (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 22 day of June, 2021.


Notary Public

My commission expires on: _____





Alcohol License Establishment Planning & Zoning Review

Business Name: JP Hapeville LLC (Johnny's New York Style Pizza)

Business Address: 834 Virginia Ave, Hapeville, GA 30354

Business Owner: Julie Wright

Building Square Footage: 2400 SF

Square footage of Business Unit: 2400 SF

Will the establishment provide patio/outdoor dining? Yes (200 SF)

Number of Parking Spaces Provided: 29 spaces indicated on application. *Site plan not provided.

STAFF USE ONLY

Zoning Classification: V, Village and A-D, Arts District Overlay

Permitted uses: Restaurants

Are there variances approved for this property? No known variances.

Does the proposed use require a Conditional Use Permit? No.

Number of parking spaces required by zoning: V , Village Zoning requires 1 parking space per 200 SF or 12 parking spaces. Per the application, the number of parking spaces is compliant.

Staff Comments: Recommend approval. Any outdoor dining must be defined and enclosed per Code (See Sec 5-6-4).

Sec. 5-3-4. – Standards for approval, denial, renewal, suspension, or revocation.

The city manager and the city council in making determinations and recommendations on an alcohol license application, request, revocation, suspension and/or renewal, shall be guided by the following factors:

- (1) The nature of the neighborhood immediately adjacent to the subject location, that is, whether the same is predominantly residential, industrial or business.

The adjacent neighborhood is a mix of commercial and residential uses.

- (2) The proximity of school grounds, school buildings, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

There is no school in close proximity to the property, however, state and local law does not have a distance requirement for on-premise consumption.

- (3) Whether the subject location has adequate off street parking facilities or other parking available for its patrons.

No site plan showing parking location has been provided. The number of parking spaces listed on the application is 29. There are additional on street parking spots provided along Doug Davis Drive.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

There is no evidence to indicate an increase in traffic; this is an existing restaurant.

Sec. 5-6-3. – On-premises consumption regulations generally.

The following regulations shall apply to licensed on-premises consumption establishments:

- (1) No licensee shall advertise or promote in any way, whether within or without the licensed premises, any of the practices prohibited under this article.
- (2) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. for licensed establishments whose property lines abut an area zoned residential, and 2:00 a.m. and 8:00 a.m. for all others. Except for bed and breakfasts and hotels, all patrons shall vacate such licensed establishments whose property lines abut an area zoned residential no later than 12:45 a.m., and 2:45 a.m. for all others. For purposes of this subsection, "residential" shall mean any parcel of land designated for use as a single or multifamily dwelling and duplexes.
- (3) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted on Sundays between the hours of 8:00 a.m. and 11:00 a.m.
- (4) In no event shall drinks be mixed or sold, nor malt beverages sold, during the prohibited hours, based upon the timely sale of tickets, chits, decanters or other devices.
- (5) On-premises consumption licensees may sell malt beverages by the pitcher, or wine by the bottle or decanter.
- (6) Hotels shall have the privilege of granting franchises for the operation of a lounge or restaurant in their premises, provided the hotel and the franchisee meet all the requirements of this chapter.

- (7) No provision of this section shall be construed to prohibit a licensee from offering free food or entertainment at any time; or to prohibit the licensee from including an alcoholic beverage as a part of a meal package; or to prohibit the sale or delivery of wine by the bottle or carafe when sold with meals; or to prohibit any bed and breakfast, hotel or motel from offering room service or a complimentary social hour to its registered guests.
- (8) It shall be unlawful for any person to employ knowingly in any pouring outlet in any capacity whatsoever, including performers, entertainers and musicians, any person who has plead guilty or has been convicted of soliciting for prostitution, pandering, letting premises for prostitution, keeping a disorderly place, illegally dealing in drugs, sex offenses or for any charge relating to the manufacture or sale of intoxicating liquors, other alcohol related offenses or for violations of local other jurisdictions ordinances regarding alcoholic beverages within the last five years prior to the application.
- (9) The state law and regulations relating to the sale of beer, wine, and distilled spirits, as revised, promulgated by the state department of revenue, and especially as related to retail sale for consumption on premises are hereby incorporated into and made a part of this article as if fully set out in this section.
- (10) All on-premises consumption licenses shall collect and pay a tax of three percent on the sale of alcoholic beverages by the drink in the city in accordance with chapter 17, article 6 of the Hapeville Code of Ordinances.
- (11) No licensee or employee or agent of a licensee shall engage in any of the following practices in connection with the sale or other disposition of alcoholic beverages for consumption on the premises:
 - a. The giving away of any alcoholic beverage in conjunction with the sale of any other alcoholic beverage;
 - b. The sale of two or more alcoholic beverages for a single price, including the sale of all such beverages a customer can or desires to drink at a single price;
 - c. The sale or serving of two or more alcoholic beverages at substantially the same price customarily charged for one such alcoholic beverage;
 - d. Requiring or allowing the purchase of a second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased or before the first such beverage has been substantially consumed, by any one person;
 - e. The sale or delivery to any person or group of persons of an unlimited number of alcoholic beverages during any set period of time for a fixed price, except at private functions not open to the public; or
 - f. Increase the volume of alcohol contained in a drink without increasing proportionately the price regularly charged for such alcoholic beverage.

Sec. 5-6-4. - Sales outside of licensed premises.

It shall be unlawful for any person to sell alcoholic beverages on the streets or sidewalks within the city, or elsewhere, outside of the building, premises, or place of business licensed for such sale, except that businesses with licenses to dispense alcoholic beverages by the drink for consumption on the premises may serve such beverages only within the confines of the licensed building structure; provided, however, that any business with such license which has an outside patio area on private property or on privately leased public property that is actually and permanently attached to the main building may

serve alcoholic beverages in a defined and enclosed patio area. The structure must be approved by the city's community development and fire departments, but does not have to be solid or restrict visibility into or out of the patio/open area. No bar, whether permanent or temporary, may be set up in such outside areas. Businesses with licenses to dispense alcoholic beverages by the drink for consumption on the premises within the city may also apply for a special use permit to sale alcoholic beverages at temporary events specifically authorized by the city for outside sales. Outside sales under this section shall be limited to the Downtown Development Zone and other areas as may be approved by the city council from time to time.

Zoning Compliance

Zoning Classification: V, Village. The business is a restaurant and is a permitted use in the V, Village Zoning District.

Inspection No:	IAL 21- 005
Inspection Date:	08/24/2021
Inspection Time:	0.22
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders

Facility:	Johnnys Pizza	Address:	834 Virginia Avenue		
Phone:	404-766-3727				
Fax:		City:	City of Hapeville		
Email:		State:	GA	Postal Code:	30354

Primary Contact

Contact:	Wright, Julie	Work:	
Email:	johnny'shapeville@gmail.com	Cell:	404-518-8038

Inspection Type:	Inspection - Business License
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Violation Code	Days to Correct*	Violation	Notes	Location
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Inspection Notes:
Approved For Alcohol License

Inspector : Brian Eskew	
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* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

TRAVIS HORSLEY
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MARK ADAMS
COUNCILMAN WARD I

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COUNCILMAN WARD II

Mayor and Council Work Session

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354

Or, visit the City's Website for live stream at

<https://hapevillega.civicclerk.com/Web/Player.aspx?id=400&key=-1&mod=-1&mk=-1&nov=0>

August 17, 2021 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:02 PM
2. **ROLL CALL:** All Members of Council were present which constituted a quorum.
 - ✓ Alan Hallman
 - ✓ Mike Rast
 - ✓ Travis Horsley
 - ✓ Mark Adams
 - ✓ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the August 17th Meeting.
4. **PRESENTATION:**
 - 4.I. Time Capsule

The time capsule presentation was presented by Chief of Police Rick Glavosek and Property and Evidence Custodian, Ms. Sheryl McCollum.
5. **QUESTIONS ON AGENDA ITEMS:** None
6. **CONSENT AGENDA:**
 - 6.I. Consideration and Action for August 3, 2021, Mayor and Council Meeting Drafted Minutes.
 - 6.II. Consideration and Action for August 3, 2021, Executive Minutes.
 - 6.III. Consideration and Action to allow Hapeville Elementary School to relocate their students to the Hoyt Smith Center in case of an emergency evacuation.

MOTION: Alderman Rast made a motion to approve the consent agenda, Councilman Alexander seconded. **Motion carried 4-0.**
7. **OLD BUSINESS:**
 - 7.I. Consideration and Action of Ordinance for Rules and Procedures (Allow for Email Comments).
 - 2nd Reading

MOTION: Councilman Horsley made a motion to remove this item from the agenda and tabled it, Councilman Adams seconded. **Motion carried 4-0.**
8. **NEW BUSINESS:**

8.I. Consideration and Action to Select Artist and Artist's Design for Crosswalk Mural.

MOTION: Councilman Horsley made a motion to approve Katelin Umberhandt as the selected artist and selected the arrow design using the city colors, Alderman Rast seconded. **Motion carried 4-0.**

8.II. Consideration and Action for Public Works Resolution.

MOTION: Alderman Rast made a motion to approve the Public Works Resolution, Councilman Alexander seconded. **Motion carried 4-0.**

9. CITY MANAGER REPORT:

Tim Young spoke about the Following items:

- working with Fulton County to update the city's property tax digest information. Mr. Young stated that our 2020 millage was 16 mills, and to capture the same estimated revenue, with the digest increase, the City can lower (rollback) our millage to 15.445. Mr. Young recommend the rollback rate for this season and likely next season.
- The City received \$1.2M in ARPA this year and will receive same next year. In the 2023/24 range several large developments will be on the tax rolls and Mr. Young proposed that be a year to hold the millage steady, take the windfall and apply it to help bolster fund balance towards our targeted number.

10. PUBLIC COMMENTS: None

11. MAYOR AND COUNCIL COMMENTS:

12. 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).*

MOTION: Alderman Rast made a motion to go into recess at 6:43PM, Councilman Horsley seconded.

Motion carried 4-0.

Councilman Adams made a motion to go into executive session at 6:44PM. Councilman Alexander seconded. **Motion carried 4-0.**

Councilman Adams made a motion to exit out of executive session and reconvene into the Council Meeting at 7:10 PM, Councilman Alexander seconded. **Motion carried 4-0.**

13. ADJOURN:

MOTION: Councilman Horsley made a motion to adjourn at 7:11 PM, Councilman Alexander seconded. **Motion carried 4-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

[CONTRACTOR] Name

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Authorized Signature

ATTEST:

ATTEST:

Second Authorized Signature

Affix Corporate Seal

ATTEST:

Tonya R. Grier
Clerk to the Commission

Notary Public

(Affix County Seal)

County: _____

Commission Expires: _____

(Affix Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.”

ITEM#: _____ RCS: _____

RECESS MEETING

ITEM#: _____ RM: _____

REGULAR MEETING

EXHIBIT B
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
STATEMENT OF NON-DISCRIMINATION

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Name	Title
(_____),	(_____),
Name(s)	Title(s)
(_____),	(_____),
Name(s)	Title(s)

CONTRACTOR NAME:

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

_____ Signature of Authorized Official	_____ Date
_____ Signature of Authorized Official	_____ Date

CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *City of Hapeville*

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January , 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **City of Hapeville** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

NOW, THEREFORE, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

To present authentic Hispanic and Latin American art through art exhibitions, Latinx film, and Latinx live music over the course of two days. Event will be held October 30-31, 2021. To offer a series of family friendly art workshops leading up to Día de los Muertos. Workshops will be facilitated by art and cultural professionals in September and October 2021.

II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Eight Thousand Dollars \$8,000**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

3. Recognition Strategy for Organizations Receiving \$50,000 or More

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

C. Failure to Submit Reports

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

1. Logo and Credit Line Usage

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
 - (1) Contractors receiving less than \$20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."
 - (2) Contractors receiving \$20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

2. Fulton County Support Recognition

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

3. Verbal Acknowledgment

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Contractors Receiving \$50,000 or More

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

D. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the Commission

1. Letters to the Commissioners

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10th Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

G. COVID -19 -Health and Facility Safety Practice of Social Distancing

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VI. WARRANTIES AND REPRESENTATION

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VII. PURPOSE

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

VIII. LIABILITY AND INDEMNIFICATION

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

~~The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.~~

IX. LOCATION OF SERVICES

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

X. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, if applicable, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

~~In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.~~

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
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Contractor: **City of Hapeville**
3468 North Fulton Avenue
Hapeville, GA
30354
Attn: Bianca Howard

With a copy to: **3468 North Fulton Avenue**
Hapeville, GA
30354

XIV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

XV. DURATION/CONTRACT PERIOD

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

XVI. SEVERABILITY

If any provision of this Contract for Services is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

XVII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Contract for Services shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

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EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **City of Hapeville** from FCAC:

(We need the specified and additional terms of the Agreement specific to the City of Hapeville noted in this Exhibit, if applicable, before we recommend approval.) If there are no specified terms, we recommend that you delete all references to EXHIBIT A from the Contract and delete this blank Exhibit page.

Address: **City of Hapeville**
3468 North Fulton Avenue
Hapeville,GA_____30354

Telephone: **404-669-8269**



Name of the Event: LocalMotion Festival of the Arts

Contacts: Mr Armistead B Perry Sr, Tri-Cities Arts Alliance, Inc. 1876 Princeton Ave, Suite 101 Atlanta, GA 30337 army@atltaa.org O: 404-767-4030	Alexia Ryan, Beer Girl 587 N Central Ave Hapeville, GA alexia@beergirlatl.com O: 404-425-9657
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Date(s):

- Saturday 10/2/2021 4pm – 9pm Arts Alley / Jess Lucas Oktoberfest & Adult Field Day
- Saturday 10/9/2021 4pm – 9pm Arts Alley
- Saturday 10/16/2021 4pm – 9pm Arts Alley / Jess Lucas w/ Downtown Live
- Saturday 10/23/2021 4pm – 9pm Arts Alley

Location of the Event: Arts Alley & Jess Lucas on 10/2 (pending availability) and 10/16 in conjunction with Downtown Live. Map attached for Arts Alley area.

How many attendees? 300-500

Will there be alcohol at this event? Yes, serving out of Beer Girl. Attaching Special Event Open Container District for all dates. There may be beer at the park on 10/2 and/or 10/16 as well, but will be coordinated through the permitting process and with the Rec Dept.

Will there be a DJ/Music at this event? Yes. Music will be set up in the Community Services parking lot with the exception of 10/16, where it will be at the park.

City Services requested:

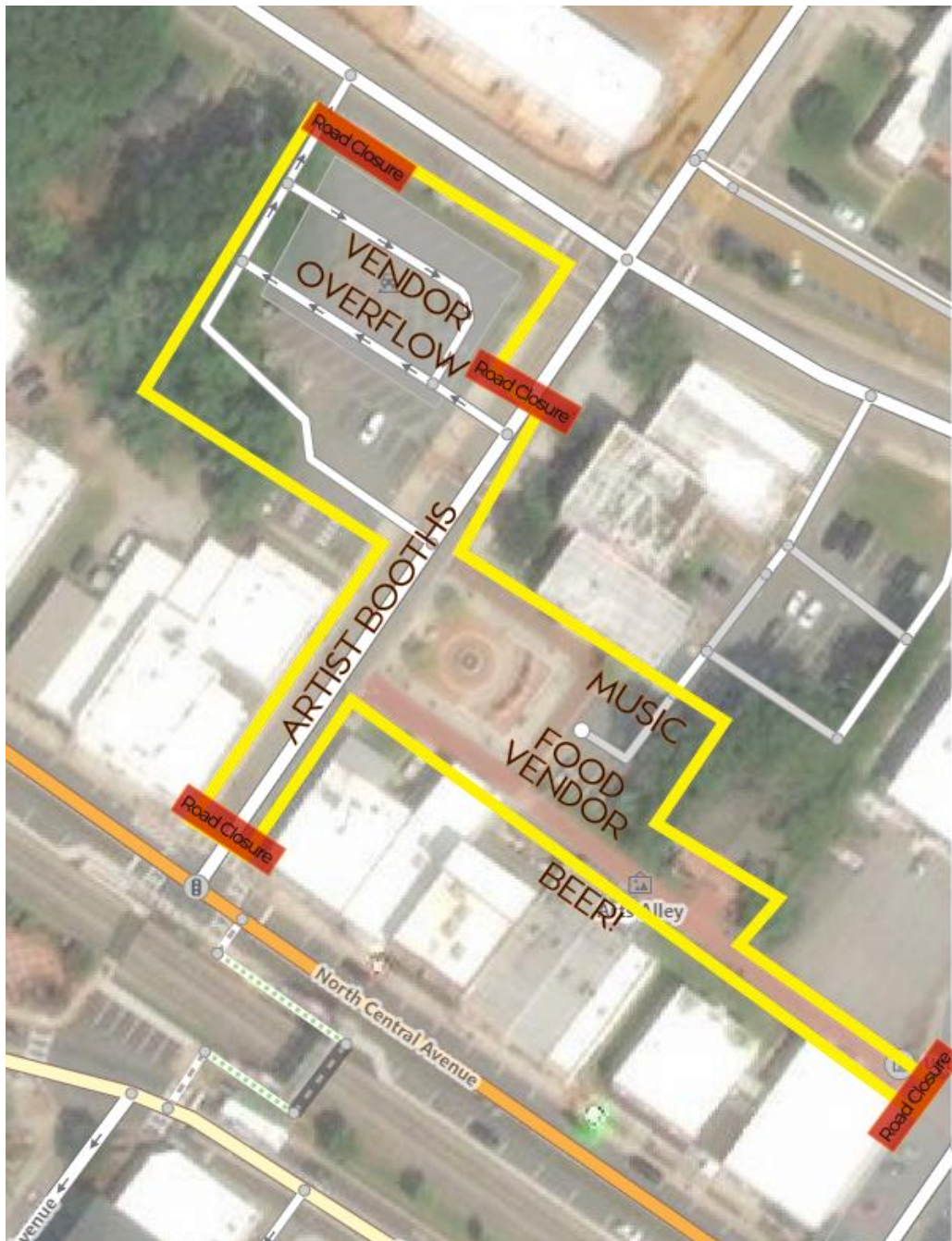
- Garbage Service in the Alleyway
- Electricity in the Alleyway & Community Services Parking Lot
- City Staff
 - Rec Dept staff on 10/2 to help run Adult Field Day events
 - Community Services staff for setup/breakdown on all dates

Road Closures:

- North Fulton from the Corner of North Central to King Arnold (leaving the Fire Department driveway clear)
- Community Services Parking Lot
- City Hall Parking Lot on 10/2 for Cornhole Tournament
- Map attached



Arts Alley area map:





Special Event Open Container District Map:



Serving alcohol at events in Hapeville

As it stands, the process to serve or sell alcohol at a public event outside of a licensee's physical address in Hapeville is based on that is primarily intended for entities that do not hold a retail alcohol license, making it bureaucratic, expensive, and rarely, if ever, fully enforced or followed.

The process as of August 2021:

- Only a currently licensed business in Hapeville may apply for a special event permit from the City¹ (\$50)²
- After obtaining local approval they must apply to the Department of Revenue for a state Special Event Use permit (\$50-\$200 depending on what will be sold)³ at least 10 days prior to the event⁴.
- Any alcohol to be sold at the event must be purchased from a licensed distributor⁵ (the business is NOT allowed to transport their own inventory⁶) under the newly issued special event permit license number (not the business's retail license number) and delivered to the special event location on the date of the event (or sometimes the day before as long as it can be stored and locked up and the event permit includes that date as well).

This process is difficult and not generally followed for a variety of reasons:

1. Even when businesses go through the effort of getting a local authorization and a state permit, they are not arranging distributor delivery or pickup of product to be sold at the event site.
2. Distributors do not generally deliver on weekends without special arrangement

¹ Hapeville Code of Ordinances Sec 5-6-10(a)(1): "An off-premises license may only be issued to licensees who hold in good standing an alcohol pouring license issued by the city, and no such licensee shall be permitted to pour any alcoholic beverage off-premises which cannot be lawfully poured on the licensee's premises."

² Hapeville Code of Ordinances Sec 5-11-1: "Off-premises and special events \$50.00 annually"

³ \$100 for distilled spirits; \$50 for wine; \$50 for beer;

⁴ Rules and Regulations of the State of Georgia Rule 560-2-2-.35(1)a.: "Using the Georgia Tax Center, accessible through the Department's website, the permittee shall submit an application to the Department no later than ten (10) business days prior to the event;"

⁵ Rules and Regulations of the State of Georgia Rule 560-2-3-.06(1): "(1) A licensed Retailer shall take delivery of Alcoholic Beverages only:

(a) At his licensed Place of Business; and

(b) Only from a licensed Wholesaler or a licensed Carrier acting for a licensed Wholesaler."

⁶ Rules and Regulations of the State of Georgia Rule 560-2-3-.10(1): "No licensed Retailer or Retail Consumption Dealer shall transport Alcoholic Beverages except by Carrier and then only with the written approval of the Commissioner, except for emergency movement of Alcoholic Beverages as provided in Regulation 560-2-2-.16."

3. Distributors require minimum purchase amounts that are higher for such special deliveries and usually far exceed the amount needed for small community events
4. Each distributor carries a limited number of brands which are exclusive to that distributor so in order to get a full array of products to sell you must order from several distributors.
5. Finally, no unsold alcohol may be transported back to the business's inventory, and only unbroken packages (usually full cases tom) can be picked up, by the distributor, from the event site for credit.

In order to facilitate the community events that Hapeville has come to enjoy while still protecting the interest of licensees and residents, alcohol beverage catering licenses should be allowed for public events in Hapeville.

In this scenario:

- A business with a retail license to sell beverages would be considered an "alcoholic beverage caterer" which is in compliance with the OCGA definition of a "licensed alcoholic beverage caterer"⁷.
- For each event, the licensed alcoholic beverage caterer would apply to the City for a permit⁸, without fee since the alcohol beverage catering license is annual.
- At least 5 business days prior to the event date, the business will submit (online via the Georgia Tax Center) to the Department of Revenue an Alcohol Beverage Catering Quantity and Destination Report (ATT-CA-1) outlining the inventory taken from the retail licensee's premises⁹.
- Within 5 days after the event the business will complete the Alcohol Beverage Catering Quantity and Destination Report (ATT-CA-1) and returned to the retail licensee's premises.

⁷ OCGA § 3-11-1.(10): "Licensed alcoholic beverage caterer" means any retail dealer who has been licensed pursuant to Article 2 of Chapter 4, Article 2 of Chapter 5, or Article 2 of Chapter 6 of this title."

⁸ OCGA § 3-11-3.: "In order to distribute or sell distilled spirits, malt beverages, or wine at an authorized catered function, a licensed alcoholic beverage caterer shall be required to:

(1) Apply to the local governing authority of the jurisdiction where the function is to be catered for an event permit."

⁹ Rules and Regulations of the State of Georgia Rule 560-2-13-.02(7): "The licensed Alcoholic Beverage caterer shall notify the Commissioner in writing of the site of the authorized catered event.

(a) The notification shall also contain any other information as the Commissioner may require;

(b) The notification must be received five (5) working days prior to the authorized catered event."

- No additional fees would be charged to resident caterers, but non-resident caterers could be charged \$50 per event and must remit excise taxes on the amount of alcohol transported into the City¹⁰.
- Inventory may be transported in a vehicle marked with the license number to the event site per the Rules and Regulations outlined by the Department of Revenue, and all documentation must be present in vehicle while transporting.

Minimal changes would be required to facilitate alcoholic beverage catering:

- Sec 5-1-8(4) - fix typo "and" to "any"
- Sec 5-2-1 - Delete or modify definition of "Authorized catered event"; OCGA doesn't have a definition, nor do other municipalities. This definition is what prevents Hapeville from using Alcohol Beverage Catering process as outlined in the OCGA.
 - *Has anyone ever gotten a catering license from Hapeville for a private event?*
 - *Why limit to 1 day event? Festivals can be multiple days*
 - *Why distinguish between open to the general public and private events?*
 - *Why limit events that are ticketed or charge a cover charge?*
- Sec 5-6-4 - Change "special use permit" to "special use permit or alcohol beverage catering permit"
 - *Why limit to Downtown Development Zone? Where is that exactly?*
- Sec 5-6-10 - This section should only apply to non-retail license holders.
- Sec 5-6-13 Per OCGA 3-11-2 and 3-11-3 Fee for resident caterers should be annual and non-residents are capped at \$50.
 - *Non-residents are also required to pay the city excise tax, which should be required at the time the ATT-CA1 is filed.*
 - *The ATT-CA1 form required by the DOR should also be required by the City*
 - *Timelines should be established*
 - *Add more rules about transit? Maybe refer to the DOR rules and regs.*
- Sec 5-11-1 - Need to update fee chart to comply with OCGA
 - *Annual fee for resident caterers, no per event fees.*
 - *Max \$50 per event fee for non-resident caterers.*

¹⁰ OCGA § 3-11-3.(1): "...When the catered function is domiciled in a local political subdivision other than that which issues the alcoholic beverage caterer's license, that local governing authority shall be authorized to charge an event permit fee of \$50.00 and levy local excise taxes on the total quantity of alcoholic beverages brought into such political subdivision by the caterer;"

As of August 2021

OCGA Sections



OCGA 3-11-1
Definitions.pdf



OCGA 3-11-2
Licensed alcoholic b



OCGA 3-11-3 Event
permits.pdf



OCGA 3-11-4
Violations.pdf



OCGA 3-11-5 Rules
and Regulations.pdf

Georgia State Rules & Regulations



GA Rules 560-2-13
Alcoholic Beverage C

Department of Revenue Memo on Special Events



Special Event
Licensing Memo.pdf

Department of Revenue Catering Quantity Destination Report



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Comparable Ordinances



Johns Creek
Ordinances Sec 6-15

Sec. 5-1-8. - Conduct prohibited, generally.

...

(4) *Unauthorized alcohol use in city owned buildings and facilities.* It shall be unlawful for any person to serve, possess and/or consume any alcoholic beverage within any city building or facility unless prior written authorization of the city manager is first obtained. Service of alcoholic beverages within a city building or facility shall not require an alcohol beverage license under this chapter provided it is in accordance with the requirements of this section, however a license shall be required for and alcohol sales on such premises. As used herein, city building or facility shall mean any and all city parks and any building owned or leased by the city.

Commented [BG1]: This looks like a typo. Should be "any"

Sec. 5-2-1. - Definitions.

...

Authorized catered event means a one day event which is not open to the general public, such as a private wedding, reception and/or business function, occurring at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, for consideration, and sold, dispensed or provided free of charge to persons present at the event, by the drink, pursuant to a permit obtained under this chapter. An authorized catered event shall not include functions where persons must purchase a ticket and/or pay a cover charge to enter into the event.

Sec. 5-6-4. - Sales outside of licensed premises.

... Businesses with licenses to dispense alcoholic beverages by the drink for consumption on the premises within the city may also apply for a special use permit to sale alcoholic beverages at temporary events specifically authorized by the city for outside sales. Outside sales under this section shall be limited to the Downtown Development Zone and other areas as may be approved by the city council from time to time.

Sec. 5-6-10. - Off-premises and special event licenses.

(a) Notwithstanding any other provision of this Code, the city manager may grant a license to permit the off-premises pouring of malt beverages, wine, and liquor under the following terms and conditions:

(1) An off-premises license may only be issued to licensees who hold in good standing an alcohol pouring license issued by the city, and no such licensee shall be permitted to pour any alcoholic beverage off-premises which cannot be lawfully poured on the licensee's premises.

Commented [BG2]: Should be only for non-retail licensees, non-profits, other orgs

(2) An application for an off-premises pouring license shall contain the following information:

- a. Name of licensee.
- b. Address of licensee.
- c. Type of on-premises pouring license held by licensee.
- d. Type of off-premises license required by licensee.

(b) Notwithstanding any other provision of this Code, it shall be unlawful for an off-premises licensee to pour any malt beverages, wine, or liquor at any off-premises location without first obtaining an off-premises pouring permit. Such permit may be issued by the city manager for any period up to three days. Any permit for a period longer than three days must be approved by the city council. An off-premises permit may be issued in accordance with the following:

(1) No permit for a particular off-premises location shall be issued if the requested building is a "prohibited location" as set forth in this chapter or state law, or fails to meet all requirements of this chapter and state law for an on-premises pouring outlet.

(2) Unless specifically permitted by the city otherwise, for events such as gallery crawls, it shall be unlawful for any off-premises licensee to sell liquor at an off-premises location unless food is served at the event.

(3) Unless otherwise provided for in this section, all regulations of this code controlling the pouring of alcoholic beverages on premises shall govern the pouring of alcoholic beverages off premises.

(4) The amount of sales sold off premises shall be included in the licensee's gross income figures for the purpose of establishing the amount of the mixed drink taxes due from the licensee to the city.

(c) The city manager may approve up to three special event licenses for an applicant in a single calendar year. Each special event license shall allow alcohol beverage sales for up to 12 days in a single calendar year and can be used no more than two consecutive days per

calendar year up to the 12-day limit. In order to qualify to receive such license, the applicant must comply with the following terms and conditions:

- (1) The applicant must be licensed for sale of alcoholic beverages by the state;
- (2) The application must provide the information requested under subsection (a)(2) above;
- (3) All distances and hours of operation requirements set forth for on-premises consumption must be obeyed;
- (4) All identification badge requirements must be met; and
- (5) An annual license fee, as set out in this chapter, must be paid in full.

Sec. 5-6-13. - Alcoholic beverage caterers.

It shall be unlawful for any person to engage in, carry on, or conduct the sale or distribution of alcoholic beverages at a location not licensed for the sale of alcohol and in connection with a catered event without first having obtained a permit as provided herein.

(1) Permit requirements for resident caterers.

a. Any caterer who possesses a valid license from the city to sell or otherwise dispense malt beverages, wine or distilled spirits by the drink at a fixed location within the city may apply to the city manager for an off-premises permit that allows for alcohol sales at an authorized catered event. The application for the permit shall include the name of the licensee, the date(s), address(es), time(s), and name of the event(s) and the quantity and type of alcoholic beverages to be served at the event(s).

b. Each off-premises catering permit shall be valid only for the event(s) for which the permit is issued. A resident caterer shall be limited to a maximum of 36 authorized catered events in a one year period. The fee for each permit shall be as set forth in article 11.

Commented [BG3]: Resident caterers are on an annual fee basis per OCGA 3-11-2(e)

(2) Permit requirements for nonresident caterers.

a. A nonresident alcoholic beverage caterer shall submit an application for an off-premises event permit to the city manager. The fee for each permit shall be as set forth in article 11. A non-resident caterer shall be limited to a maximum of 12 authorized catered events in a one-year period.

b. The application for the permit shall include the name of the caterer, a copy of the caterer's current alcohol license issued from an outside jurisdiction, the date(s), address(es), time(s), and name of the event(s) and the quantity and type of alcoholic

beverages to be transported from the licensee's primary location to the location of the catered event(s).

c. The original event permit shall be kept in the vehicle transporting the alcoholic beverages to the catered event.

Commented [BG4]: Copy of state license, copy of local license, copy of permit, copy of ATT-CA1 Quantity reports, list of servers.

(3) *Limitation on permit.* A permitted alcoholic beverage caterer may sell and/or otherwise dispense at the authorized catered event only that which is authorized by their alcoholic beverage license. For example, if the alcoholic beverage caterer possesses a valid license to sell malt beverages, he may sell or otherwise dispense only malt beverages at the authorized catered event.

(4) *Sunday sales.* An alcoholic beverage caterer wishing to cater an event on Sunday must comply with the requirements of state law with respect to the service of alcoholic beverages at such event.

(5) *Tax on sales by resident caterers.* Excise taxes are imposed upon the sale of alcoholic beverages by a resident caterer as provided in article 11 of this chapter.

(6) *Tax on drinks served by nonresident caterers.* Excise taxes are imposed upon the total of individual alcoholic beverage drinks served by a nonresident caterer in the amounts set forth in article 11 of this chapter and shall be paid within 30 days after the conclusion of the catered event.

Commented [BG5]: Maybe 10 or 15 to coincide with ATT-CA1 filing and avoid being overlooked.

Sec. 5-11-1. - Fee chart depending upon the licenses sought.

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Alcohol beverage caterer permit (resident licensee, annually per event)	\$25.00
Alcohol beverage caterer permit (non-resident, per event)	\$75.00 \$50.00
...	
Off-premises and special events (per event)	\$50.00 annually

TAX DIGEST FOR CITY OF HAPEVILLE 2021

Pursuant to the requirements of O.C.G.A. 48-5-32, the Mayor and Council of the City of Hapeville announce that the millage rate will be set at 6:00 PM located at the Hapeville Municipal Court, 700 Doug Davis Drive, Hapeville, GA 30354, and hereby publishes the following presentation of the current year's tax digest and levy along with the tax digest and levy for the past five years

The Mayor and Council will set the millage rate 15.44 and 1.0 for the Special District Tax.

	2016	2017	2018	2019	Updated 2020	Estimated 2021
Real & Personal	268,039,440	375,191,310	339,969,960.00	399,121,750.00	413,647,400.00	414,058,190.00
Public Utilities *	20,331,731	27,267,698	32,176,619.00	35,698,772.00	37,538,572.00	55,194,879.00
Motor Vehicles	4,025,640	2,902,570	2,066,900.00	1,584,490.00	1,281,810.00	934,410.00
Mobile Home						
Gross Digest	292,396,811	405,361,578	374,213,479.00	436,405,012.00	452,467,782.00	470,187,479.00
Less M&O Exemption	(7,225,550)	(7,222,990)	(7,627,470.00)	(7,803,640.00)	(11,827,920.00)	(13,708,600.00)
Net M&O Digest	285,171,261	398,138,588	366,586,009.00	428,601,372.00	440,639,862.00	456,478,879.00
Gross M&O Millage	22.39	20.88	20.85	21.16	20.62	20.08
Less Rollbacks	5.78	4.44	4.74	5.05	4.62	4.64
Net M&O Millage	16.61	16.44	16.11	16.11	16.00	15.44
Net Taxes Levied	4,953,569	6,545,398	5,905,700.60	6,904,768.10	7,050,237.79	7,050,237.77
Net Tax \$ Increase	534,766	1,591,829	(639,697.78)	999,067.50	145,469.69	(0.02)
Net Tax % Increase	12.10%	32.13%	-10.83%	14.47%	2.06%	0.00%
						Tim Young
*Proposed Millage and Levy						City Manager

City of Hapeville

DESCRIPTION	2020 DIGEST		2021 DIGEST
REAL	330,676,680		349,816,710
PERSONAL	120,509,292		119,436,359
MOTOR VEHICLES	1,281,810		934,410
MOBILE HOMES			
TIMBER - 100%			
HEAVY DUTY EQUIP			
GROSS DIGEST	452,467,782		470,187,479
EXEMPTIONS	11,827,920		13,708,600
NET DIGEST	440,639,862		456,478,879
2020 MILLAGE RATE:	0.01600	2021 ROLLBACK RATE*:	0.015445

Collection Estimate	\$	7,050,237.79	\$	7,050,237.79
Net Digest		Millage		
2016	285,171,261.00		16.61	
2017	398,138,588.00		16.44	
2018	366,586,009.00		16.11	
2019	428,601,372.00		16.11	
2020	440,639,862.00		16.00	
2021	456,478,879.00	TBD		

*Rollback - Rate levied to maintain the same estimated tax receipts as the prior year

City of Hapeville

2021 Millage & ARPA Impact to Budget

Digest		
REAL		294,621,831.00
PERSONAL		119,436,359.00
EXEMPTIONS		(13,708,600.00)
Estimated Property Tax Assessment Value		400,349,590.00
Millage	1.545%	
Gross Real/Personal		6,183,399.42
Collection Rate	98.5%	
Collection Expectation		6,090,648.43

Budget		
Real		4,850,000.00
Personal		1,250,000.00
Total Adopted Budget R&P Tax Revenue		6,100,000.00
Fund Balance to Balance Budget		(509,976.00)

ARPA		
ARPA 2022 - Budget Estimate		1,003,000.00
ARPA Updated Estimate		1,226,000.00
Increase in ARPA Budget Estimate		223,000.00
New Use of Fund Balance - Estimate		(286,976.00)

APPROVED BUDGET
AS OF: AUGUST 31ST, 2021

100-GENERAL FUND

REVENUES	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	2020-2021 (-----)				2021-2022 (-----)			
					Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	APPROVED BUDGET				
INVESTMENT INCOME												
100-0-0000-361100 Interest Revenues	781	53	5,847	6,000	1	0	0	1,000				
TOTAL INVESTMENT INCOME	781	53	5,847	6,000	1	0	0	1,000				
CONTRIBUTIONS												
100-0-0000-371200 Contributions - Community De	0	16,000	0	0	0	0	0	0				
100-0-0000-371250 Donations-Recreation	0	0	500	0	0	0	0	0				
100-0-0000-371400 Contributions & Donations	0	0	0	500	0	0	0	0				
100-0-0000-375000 Festival Contributions & Fee	5,265	1,656	4,060	0	250	0	0	500				
100-0-0000-376000 Main Street Donations	25	0	70	0	0	0	0	0				
TOTAL CONTRIBUTIONS	5,290	17,656	4,630	500	250	0	0	1,000				
MISC REVENUE												
100-0-0000-381001 Facilities Rental Fees	0	0	8,171	20,000	7,600	0	0	25,000				
100-0-0000-381100 Cell Phone Tower Lease	14,736	7,040	0	55,000	0	0	0	0				
100-0-0000-381110 Misc Revenue	7,675	5,600	35,336	35,000	19,058	0	0	35,000				
100-0-0000-381150 Insurance Reimbursements	115,805	17,829	6,401	10,000	0	0	0	5,000				
100-0-0000-381160 CARES Act Funding	0	0	0	272,000	0	0	0	0				
100-0-0000-381200 Other Reimbursements	16,579	21,522	15,828	10,000	1,370	0	0	15,295				
100-0-0000-381300 Gas South Fees	1,474	1,563	887	1,000	0	0	0	0				
100-0-0000-383000 Reimbursement for Damages	30,440	0	1,452	0	0	0	0	0				
TOTAL MISC REVENUE	186,709	53,554	68,075	403,000	28,028	0	0	80,295				
OTHER FINANCING SOURCES												
100-0-0000-392200 Proceeds from Property Sales	0	0	0	332,550	0	0	0	700,000				
100-0-0000-393100 Lease Proceeds	92,754	0	226,791	0	0	0	0	0				
100-0-0000-393200 Proceeds from Loans	255,010	0	46,710	771,454	0	0	0	1,720,000				
100-0-0000-395220 Transfer from ARP Grant Fd	0	0	0	0	0	0	0	1,003,000				
100-0-0000-395250 PY Fund Balance Alloc	0	0	0	1,792,427	0	0	0	509,976				
100-0-0000-395280 Transfer from Vehicle Excise	0	106,321	0	0	0	0	0	0				
100-0-0000-395295 Transfer from Dev Auth	111,437	800	103,184	0	0	0	0	55,000				
100-0-0000-395300 Transfer from Hotel/Motel F	1,287,677	1,363,811	1,050,392	577,061	181,219	0	0	937,500				
TOTAL OTHER FINANCING SOURCES	1,746,878	1,470,932	1,427,077	3,473,492	181,219	0	0	4,925,476				
TOTAL REVENUES	11,876,323	12,676,354	14,099,175	15,530,190	1,228,465	0	0	17,209,016				

ARPA 2022 EST 1,226,000
 ARPA 2021 BUDGET 1,003,000

FUND BALANCE BUDGET 223,000
 NEW FUND BALANCE EST 286,976

ESTIMATED USE

What are the eligible uses of SLFRF funding?

Funding must fit into one of the following four statutory categories:

To respond to the COVID-19 public health emergency or its negative economic impacts

To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and

To make necessary investments in water, sewer, or broadband infrastructure.

These four uses are split into 7 summary expenditure categories:

1. Public Health
2. Negative Economic Impacts
3. Services to Disproportionately Impacted Communities
4. Premium Pay
5. Infrastructure
6. Revenue Replacement
7. Administrative

All SLFRF award funds must be used in compliance with these requirements. The IRF details compliance responsibilities, and provides additional information on eligible and restricted uses. Each expenditure category has distinct reporting requirements.