



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT
LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
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=651&key=-1&mod=-1&mk=-1&nov=0>

November 15, 2022 6:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Alan Hallman
Mike Rast
Brett Reichert
Mark Adams
Chloe Alexander

3. WELCOME:

4. PUBLIC HEARING:

- 4.I. A public hearing regarding consideration on an Ordinance to Amend the City of Hapeville's Ward Boundaries.

Background:

A proposed ordinance to amend the boundaries for Ward 1 and Ward 2 to the following: Ward No. 1 shall consist of all of the area of the City of Hapeville south of the railroad tracks at Central Avenue and all of the area of the city west of the centerline of Dogwood Drive, the same being the area formerly comprising Wards 1, 2 and 3. Ward No. 2 shall comprise the area north of the railroad tracks on Central Avenue and east of the centerline of Dogwood Drive, being the area formerly known as Ward No. 4. Ward 2 begins at the southernmost city boundary corner closest to I-75 and on the northern side of the center line of Central Avenue; thence running westerly along the center line of Central Avenue to its intersection with Dogwood Drive; thence running northerly along the center line of Dogwood Drive to its intersection with Oak Drive; thence running easterly along the center line of Oak Drive to its intersection with Jackson Street; thence running northerly along the center line of Jackson Street; thence running easterly along the center line of Jackson Street to its intersection with Old Jonesboro Road; thence running northerly along the center line of Old Jonesboro Road to its intersection with Birch Street; thence running easterly along the center line of Birch Street to its intersection with Forest Hills Drive SW; thence running northerly along the center line of Forest Hills Drive SW to the northernmost boundary of the City. The remainder of the City is within Ward 1. Both Ward 1 and Ward 2 are depicted in Appendix C to the Charter.

Staff Comments:

Public Comments:

Supporting Document(s):

1. Ordinance to Amend District Maps
2. Hapeville Wards Map 2022 (Exhibit A)
3. AD# 630103

5. 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.

6. CONSENT AGENDA:

- 6.I. Consideration and Action to approve November 1, 2022, Council Meeting minutes.

Supporting Document(s):

1. Minutes 11012022

7. OLD BUSINESS:

8. NEW BUSINESS:

- 8.I. Consideration and Action on the Mayor and Council 2023 Meeting Schedule Ordinance. - Second Reading.

Background:

City staff is requesting for Council to approve the Ordinance for the Mayor and Council 2023 meeting schedule.

Supporting Document(s):

1. 2023 Mayor and Council Meeting Schedule
2. Amendment to Ordinance for Regular Meetings

- 8.II. Consideration and Action to approve the renewal contract for probation service.

Background:

Professional Probation Services Incorporated (PPSI) has been managing probation services for Hapeville Municipal Court over the past 20 years. Staff is recommending that the city renew the contract with PPSI for 2023.

Supporting Document(s):

1. PPS Contract Renewal - Hapeville Municipal Court 2023

- 8.III. Consideration and action to approve a Resolution to adopt the Local Option Sales Tax ("LOST") Distribution Percentages.

Background:

On November 5, 2022, our thirteen Cities, the City of Atlanta, and Sandy Springs agreed to the LOST Distribution Percentage. The negotiated percentage will become effective January 1, 2023, upon approval of the proposed Resolution to adopt the LOST Distribution Percentages.

Supporting Document(s):

1. LOST Resolution
2. Exhibit A

- 8.IV. Consideration and Action to approve the 2023 IGA with Fulton County for Animal Services.

Background:

The current Intergovernmental Agreement (IGA) for providing Animal Services by Fulton County for the City of Hapeville expires on December 31, 2022. To continue providing the City of Hapeville with uninterrupted animal services, Fulton County has provided a new IGA that will extend the service for an additional five-year period.

During the new IGA period, the estimated share of the total cost to operate the Animal

Services program for the City of Hapeville will be based on the classification (rabies-related or not) and location of calls for service. Fulton County will provide real-time billing on a quarterly basis. The approximate cost to Hapeville for the upcoming year will be \$20,622.00.

Supporting Document(s):

1. IGA Animal Services (Hapeville)

9. CITY MANAGER REPORTS:

10. 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.

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).*

13. ADJOURN:

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

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

3
4 **ORDINANCE NO. _____**
5

6 **AN ORDINANCE TO AMEND PART 1 (“CHARTER AND RELATED LAWS”),**
7 **SUBPART A (“CHARTER”), ARTICLE I (“INCORPORATION, POWERS,**
8 **BOUNDARIES”), APPENDIX C (“WARD BOUNDARIES”) OF THE CODE OF**
9 **ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO AMEND THE CITY OF**
10 **HAPEVILLE’S WARD BOUNDARIES; TO PROVIDE FOR SEVERABILITY; TO**
11 **REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND**
12 **TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

13
14 **WHEREAS,** the Mayor and Council shall have full power and authority to provide for the
15 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
16 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,
17

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

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

26 **WHEREAS,** amendments to any of the provisions of the City’s Code may be made by
27 amending such provisions by specific reference to the section number of the City’s Code; and,
28

29 **WHEREAS,** the Mayor and Council are specifically authorized by law to make certain
30 changes as deemed necessary to the City Charter pursuant to O.C.G.A. § 36-35-6; and
31

32 **WHEREAS,** the procedures required for amending the City’s Ward Boundaries have been
33 satisfied, including, but not limited to, notice and public hearings; and,
34

35 **WHEREAS,** the governing authority of the City finds it desirable to amend and update the
36 City of Hapeville’s Ward Boundaries; and,
37

38 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
39 **THE CITY OF HAPEVILLE, GEORGIA THAT:**
40

41 **Section One.** Part 1 (“Charter and Related Laws”), Subpart A (“Charter”), Article I
42 (“Incorporation, Powers, Boundaries”), Appendix C (“Ward Boundaries”) of the City Code of
43 Ordinances is hereby amended by striking:
44

45 The City of Hapeville shall be divided into two (2) wards. Ward No. 1 shall consist of all
46 of the area of the City of Hapeville south of the railroad tracks at Central Avenue and all
47 of the area of the city west of the centerline of Dogwood Drive, the same being the area
48 formerly comprising Wards 1, 2 and 3. Ward No. 2 shall comprise the area north of the

49 railroad tracks on Central Avenue and east of the centerline of Dogwood Drive, being the
50 area formerly known as Ward No. 4.

51
52 and inserting in lieu thereof the following language:

53
54 Ward 2 begins at the southernmost city boundary corner closest to I-75 and on the northern
55 side of the center line of Central Avenue; thence running westerly along the center line of Central
56 Avenue to its intersection with Dogwood Drive; thence running northerly along the center line of
57 Dogwood Drive to its intersection with Oak Drive; thence running easterly along the center line
58 of Oak Drive to its intersection with Jackson Street; thence running northerly along the center line
59 of Jackson Street; thence running easterly along the center line of Jackson Street to its intersection
60 with Old Jonesboro Road; thence running northerly along the center line of Old Jonesboro Road
61 to its intersection with Birch Street; thence running easterly along the center line of Birch Street
62 to its intersection with Forest Hills Drive SW; thence running northerly along the center line of
63 Forest Hills Drive SW to the northernmost boundary of the City. The remainder of the City is
64 within Ward 1. Both Ward 1 and Ward 2 are depicted in Appendix C to the Charter.

65
66 **Section Two.** Part 1 (“Charter and Related Laws”), Subpart A (“Charter”), Article I
67 (“Incorporation, Powers, Boundaries”), Appendix C (“Ward Boundaries”) is hereby amended by
68 striking existing Ward Boundary and replacing with Hapeville City Council Wards map attached
69 hereto as Exhibit “A.”

70
71 **Section Three. Codification and Certify.** This Ordinance and the Ward Boundary Map
72 adopted hereby shall be codified and certified in a manner consistent with the laws of the State of
73 Georgia and the City.

74
75 **Section Four. Severability.**

76
77 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
78 paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment,
79 believed by the Mayor and Council to be fully valid, enforceable and constitutional.

80
81 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
82 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
83 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
84 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
85 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
86 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
87 Ordinance.

88
89 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
90 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
91 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
92 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
93 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
94 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
95 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
96 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
97 effect.

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

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

ORDAINED this _____ day of _____, 2022.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

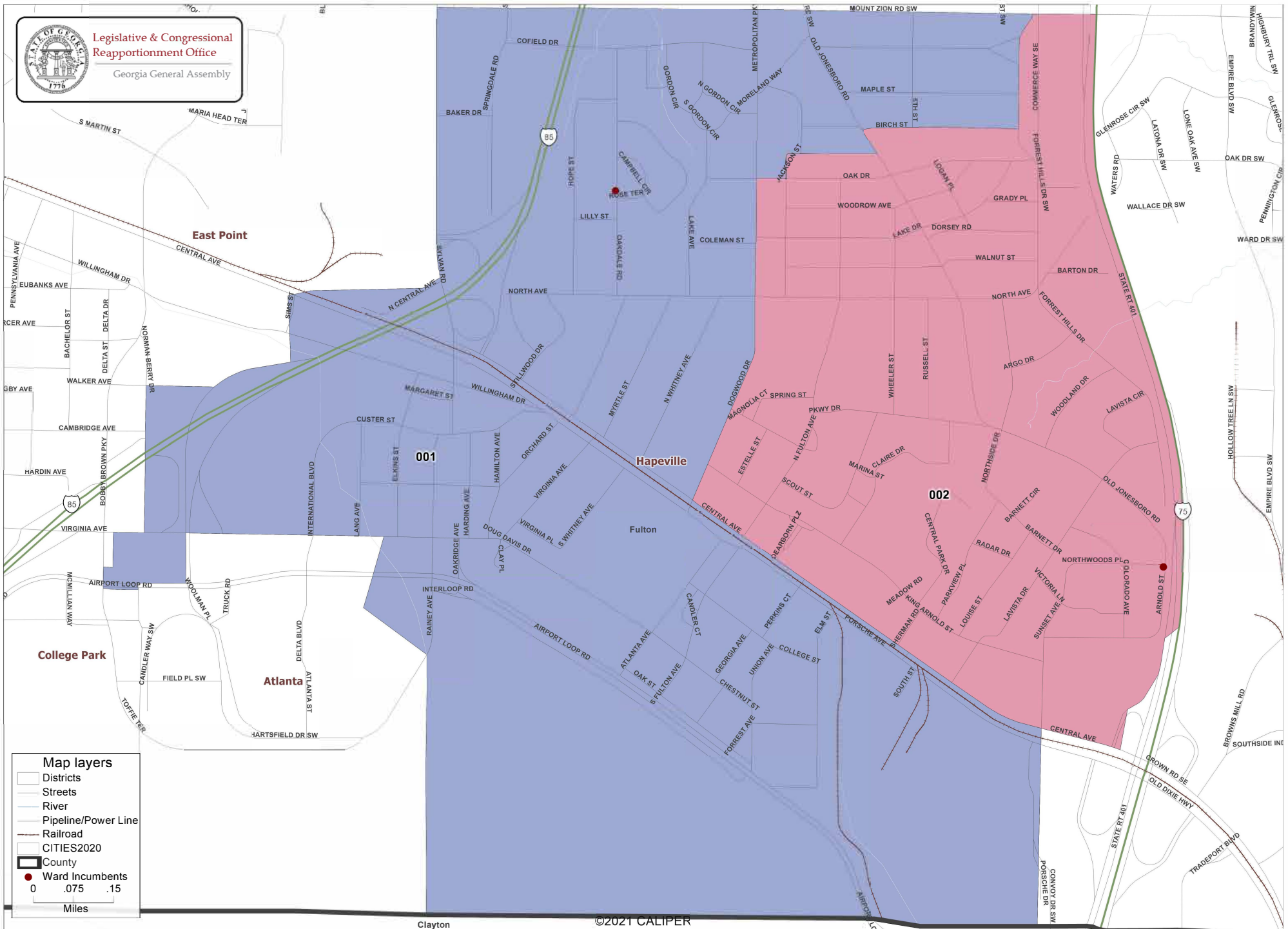
City Clerk

APPROVED BY:

City Attorney

Hapeville City Council Wards

Client: Hapeville
Plan: HapevilleWards-2022
Type: Local



Public Notice Order Confirmation

Ad Order # 0000630103 PO # Ordered By Jessica E. McPherson

Account # Name Address
9029759 SMITH WELCH WEBB & WHITE 2200 KEYS FERRY COURT, MCDONOUGH, GA 30253

Phone Fax Email
770-957-3937

Daily Report

Placement: Government Notice Position: Public Hearing County:
Run Dates: 11/09 # of Ins: 1 Ad Size: 532 Words
Subject: November 15, 2022 at 6:00 p.m.

Gross Amount	Affidavit Fee	Amount Due
60.00	5.00	65.00

Ad Text Corrections Please review and provide corrections as needed.

NOTICE City of Hapeville

A Public Hearing regarding consideration of an ordinance to amend the Ward Boundaries will be held by the City of Hapeville Mayor and Council on Tuesday, November 15, 2022 at 6:00 p.m. at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming via teleconference/videoconference in accordance with O.C.G. A § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes>. The purpose of the Public Hearing is to provide an opportunity for the community to participate in the discussion regarding amendments to the Ward Boundaries. The proposed amendment to the boundaries of Ward 1 and Ward 2 of the City of Hapeville are as follows:

Ward No. 1 shall consist of all of the area of the City of Hapeville south of the railroad tracks at Central Avenue and all of the area of the city west of the centerline of Dogwood Drive, the same being the area formerly comprising Wards 1, 2 and 3. Ward No. 2 shall comprise the area north of the railroad tracks on Central Avenue and east of the centerline of Dogwood Drive, being the area formerly known as Ward No. 4. Ward 2 begins at the southernmost city boundary corner closest to I-75 and on the northern side of the center line of Central Avenue; thence running westerly along the center line of Central Avenue to its intersection with Dogwood Drive; thence running northerly along the center line of Dogwood Drive to its intersection with Oak Drive; thence running easterly along the center line of Oak Drive to its intersection with Jackson Street; thence running northerly along the center line of Jackson Street; thence running easterly along the center line of Jackson Street to its intersection with Old Jonesboro Road; thence running northerly along the center line of Old Jonesboro Road to its intersection with Birch Street; thence running easterly along the center line of Birch Street to its intersection with Forest Hills Drive SW; thence running northerly along the center line of Forest Hills Drive SW to the northernmost boundary of the City. The remainder of the City is within Ward 1. Both Ward 1 and Ward 2 are depicted in Appendix C to the Charter.

A copy of the proposed amendment is on file with the City Clerk in the Hapeville City Hall located at 3648 North Fulton Avenue, in Hapeville, Georgia and in the Office of the Clerk of the Superior Court of Fulton County located at 136 Pryor Street, in Atlanta, Georgia for the purpose of examination and inspection by the public.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk, Sharee Steed, at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on November 11, 2022. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on Public Hearing agenda items via teleconference.
#0000630103:11/09-1KIM



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
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=619&key=-1&mod=-1&mk=-1&nov=0>

November 1, 2022 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:01 PM
2. **ROLL CALL:** All Members of Council were present, which constituted a quorum.
 - ✓ Alan Hallman
 - ✓ Mike Rast
 - ✓ Brett Reichert
 - ✓ Mark Adams
 - ✓ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the November 1st Meeting.
4. **PLEDGE OF ALLEGIANCE:** The pledge of allegiance was recited in unison.
5. **INVOCATION:** Given by Councilman Reichert.
6. **PRESENTATIONS:** None
7. **PUBLIC HEARING:**
 - 7.I. Consideration and Action on Alcohol Beverage License request by LaQuinta Inn and Suites at 1200 Virginia Ave, Hapeville, GA 30354.

LaQuinta Inn and Suites has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from the Mayor and Council. Staff ask that the Council approve the application with the condition that the applicant must obtain a final Certificate of Occupancy/Business License. All departmental reports have been received and advertising has been completed.

Staff Comments: No additional comments were provided by staff.
Applicant Comments: No additional comments were provided by the applicant.
Public Comments: There were no public comments made on this item.

MOTION: Councilman Adams made a motion to approve Alcohol Beverage License request by LaQuinta Inn and Suites at 1200 Virginia Ave, Hapeville, GA 30354, Alderman Rast provided a second. **Motion carried 4-0.**
 - 7.II. Consideration and Action on Alcohol Beverage License request by Uncle Bobby's Wing and Beer 2 at 856 Virginia Ave, Hapeville, GA 30354.

Uncle Bobby's Wing and Beer 2 has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from the Mayor and Council. Staff ask that the Council approve the application with the condition that the applicant must obtain a final Certificate of Occupancy/Business License. All departmental reports have been received and advertising has been completed.

Staff Comments: No additional comments were provided by staff.

Applicant Comments: No additional comments were provided by the applicant.

Public Comments: There were no public comments made on this item.

MOTION: Councilman Adams made a motion to approve Alcohol Beverage License request by Uncle Bobby's Wing and Beer 2 at 856 Virginia Ave, Hapeville, GA 30354, Councilman Alexander provided a second. **Motion carried 4-0.**

8. QUESTIONS ON AGENDA ITEMS: None

9. CONSENT AGENDA:

- 9.I. Consideration and Action to approve October 18, 2022, Council Meeting minutes.
- 9.II. Consideration and Action to the approval of the October 18, 2022, Executive Session Meeting minutes.

MOTION: Alderman Rast made a motion to approve the consent agenda, Councilman Reichert provided a second. **Motion carried 4-0.**

10. OLD BUSINESS: None

11. NEW BUSINESS:

- 11.I. Consideration and Action to approve the 2023 Holiday Schedule.

City Manager Tim Young, recommend changing observation for Christmas Eve and Christmas Holiday to Friday the 22nd and Monday the 25th as the days off.

MOTION: Councilman Alexander made a motion to approve the 2023 Holiday Schedule with recommendation, Councilman Adams provided a second. **Motion carried 4-0.**

- 11.II. Consideration and Action on the Mayor and Council 2023 Meeting Schedule Ordinance. - First Reading.

DISCUSSION: City Manager Tim Young recommends that Council consider having one meeting in January, which would be January 10th. He stated his reason for the meeting date change to the New Year's Day Holiday. Mr. Young indicated that staff and others would just be returning from the holiday break the first week in January. He noted that the schedule would return to the regular routine by February 2nd. Mr. Young also asked Council to consider having one meeting for November 2023, and He stated that due to the November 7th election day and Thanksgiving Holiday. It would be best to host a single meeting on November 14th. This was the first reading for the Mayor and Council 2023 Meeting Schedule Ordinance. This was a discussion item only; **No action was taken.**

- 11.III. Consideration and Action on an Ordinance to Amend the City of Hapeville's Ward Boundaries.-First Reading

DISCUSSION: No additional comments were provided for this item. This was the first reading for the Ordinance to Amend the City of Hapeville's Ward Boundaries. This was a discussion item only; **No action was taken.**

- 11.IV. Consideration and Action on One-Time Payment to Employees.

Background:

It has been a recent custom for the City of Hapeville to distribute a one-time payment over and above regular wages and salary to our employees. We recognize the value of our employees, and without their dedication, selfless effort, and attention to detail, Hapeville could not be the great and growing city that it is. The city staff recommends a 2% one-time payment to employees, with a minimum of \$500 for full-time employees and a minimum of \$250 for part-time employees. The total anticipated cost is \$138,644. The budget changes will be reflected in the January mid-year budget amendment if approved by Council. The 2% is included in the original approved budget.

Finance Director Randy Brewer answered questions and concerns from the Governing Body.

Councilman Reichert provided clarity that Mayor and Council are not considered part-time employees, so they will not benefit from this action.

MOTION: Councilman Adams made a motion to approve the One-Time Payment to Employees, Councilman Alexander provided a second. **Motion carried 4-0.**

12. CITY MANAGER REPORTS: City Manager, Tim Young spoke about the Following items:

- The annual audit with Marlin and Jenkins is ongoing, and staff should expect the report before December 31st.
- The Short-term Rental process information will be available on the City's website by the end of November.
- Property taxes were billed about two weeks ago and are ongoing.
- Update on Local option, Sales Act (L.O.S.T) negotiations are still ongoing. If the County agrees after the meeting on Friday. The Cities will come together and work on separating the numbers to make everything in line.

13. PUBLIC COMMENTS:

1. Ardina Pierre
2. David Whitney -Submitted via email

14. MAYOR AND COUNCIL COMMENTS:

Councilman Alexander- Apologized to Ms. Ardina Pierre for being unable to make it to her business anniversary event. She stated that she was out of town on the day of the event and that she greatly appreciated her as a long-time business owner in the City. Councilman Alexander thanked everyone who came to the *Day of the Dead* event. She indicated that the *Day of the Dead* event was well attended. She also thanked City staff from Recreation, Finance, Community Service, and Economic Development for their hard work and for making the event and process run smoothly.

Alderman Rast- No Comment at this time.

Councilman Adam- Apologized to Ms. Ardina Pierre for not announcing Ms. Pierre at the event but informed her that he was in attendance and enjoyed the event.

Councilman Reichert- Congratulated Ms. Pierre on her anniversary, stating it was an incredible accomplishment. He thanked city staff for coordinating the trick-or-treat night, which he noted was a fantastic community event. Councilman Reichert said that the trick-or-treating night was one of the biggest he had ever seen. He stated that he saw the City's police department on patrol and appreciated it. He noted that this year was his first opportunity to enjoy/attend the *Day of the Dead* festivities and stated how impressed he was by the event.

Mayor Hallman- Thanked all for participating in the trick-or-treat night and stated there were hundreds of kids out enjoying the night. He also thanked Councilman Alexander for her leadership on the *Day of the Dead* celebration. He confirmed that this event is her brainchild and has continuously been a renouncing success for the City.

15. EXECUTIVE SESSION: An Executive Session was not conducted at this meeting.

16. ADJOURN:

MOTION: Councilman Adams made a motion to adjourn at 6:35PM, Councilman Alexander provided a second. **Motion carried 4-0**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk



Hapeville

georgia

Mayor and Council

2023 Meeting Schedule

The Mayor and Council meet the First and Third Tuesday of every month at 6:00 P.M. unless otherwise posted. Meetings are held at the Hapeville Municipal Complex located at 700 Doug Davis Drive.

<u>Month</u>	<u>Meeting Date</u>	<u>Suggested Date</u>
January	Tuesday, January 10, 2023	Suggested change made to only host one meeting in this month due to the New Year Holiday.
February	Tuesday, February 7, 2023 Tuesday, February 21, 2023	
March	Tuesday, March 7, 2023 Tuesday, March 21, 2023	
April	Tuesday, April 4, 2023 Tuesday, April 18, 2023	
May	Tuesday, May 2, 2023 Tuesday, May 16, 2023	
June	Tuesday, June 6, 2023 Tuesday, June 20, 2023	
July	Tuesday, July 18, 2023	Suggested change made to only host one meeting in this month due to the Fourth of July Holiday.
August	Tuesday, August 8, 2023 Tuesday, August 22, 2023	
September	Tuesday, September 5, 2023 Tuesday, September 19, 2023	*Please note that the September 5, 2023, Meeting would take place Tuesday after the Labor Day Holiday.
October	Tuesday, October 3, 2023 Tuesday, October 17, 2023	
November	Tuesday, November 14, 2023	Suggested change made to only host one meeting in this month due to the 2023 Election.
December	Tuesday, December 5, 2023	Suggested change made to only host one meeting in this month due to the Christmas Holiday.

**STATE OF
GEORGIA CITY OF
HAPEVILLE**

ORDINANCE NO. 2022-10

AN ORDINANCE TO PRESCRIBE THE SCHEDULING OF REGULAR MEETINGS OF THE MAYOR AND COUNCIL; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

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

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

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

WHEREAS, the Mayor and Council shall fix the date and time of regular meetings of the Mayor and Council by ordinance pursuant to Code of Ordinance Section 2-403; and

NOW, THEREFORE, BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE:

SECTION 1. Scheduling of Regular Meetings Pursuant to Section 2-403 of the Code of Ordinances, the Mayor and Council hereby announce that they shall meet on a regular basis on the first and third Tuesday of every month at 6:00 p.m. Eastern Time (ET), and continue in session from day to day in their discretion. However, Regular Meetings falling on or after a government holiday, will be cancelled or rescheduled. These Regular Meetings not following on the first or third Tuesday are indicated by an asterisk. The holiday schedule is attached hereto and incorporated herein as Exhibit "A". The Mayor and Council reserve the right to assemble and conduct official business on that date in the manner prescribed by law.

Meeting Date

Tuesday, January 10, 2023	Tuesday, July 18, 2023
Tuesday, February 7, 2023	Tuesday, August 8, 2023
Tuesday, February 21, 2023	Tuesday, August 22, 2023
Tuesday, March 7, 2023	Tuesday, September 5, 2023
Tuesday, March 21, 2023	Tuesday, September 19, 2023
Tuesday, April 4, 2023	Tuesday, October 3, 2023
Tuesday, April 18, 2023	Tuesday, October 17, 2023
Tuesday, May 2, 2023	Tuesday, November 14, 2023
Tuesday, May 16, 2023	
Tuesday, June 6, 2023	Tuesday, December 5, 2023
Tuesday, June 20, 2023	

The meetings shall take place at 700 Doug Davis Drive, Hapeville, GA 30254. They shall begin at 6:00 p.m. and may be continued or adjourned as necessary. Notwithstanding any designation to the contrary, the Mayor and Council reserve the right to transact business without limitation at such meetings to the extent permitted by applicable law.

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

Section Three. Severability.

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

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

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

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

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

ORDAINED this 15 day of November, 2022.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney

**STATE OF GEORGIA
COUNTY OF FULTON**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2022, by and between the City of Hapeville, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Hapeville Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped in accordance with O.C.G.A. §42-8-103.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Hapeville Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31st day of December, 2023. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31st, 2027. Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Hapeville Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Chief Judge of the Fulton County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the City and Court. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City :	The City of Hapeville 3468 North Fulton Avenue Hapeville, GA 30354 Attn: Tim Young, City Manager
	Smith, Welch, Webb and White, LLC P.O Box 10 2200 Keys Ferry Court McDonough, GA 30253 Attn: Andrew J. "Andy" Welch, III, City Attorney
As to PPSI:	Professional Probation Services, Inc. 327 S. Hill Street, Building A Buford, Georgia 30518 Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

THE CITY OF HAPEVILLE

PROFESSIONAL PROBATION SERVICES, INC.

Alan Hallman, Mayor

Keith Ward, CEO

APPROVED BY THE HAPEVILLE MUNICIPAL COURT

Monica Ewing, Chief Judge

Kim Cornwell, Solicitor



Specifications for Services

Pay-Only Probation Supervision	\$40.00 per month. The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
Basic Probation Supervision	\$40.00 per month
Intensive Probation Supervision	\$45.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$40.00 per month
Electronic Monitoring	<u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.00 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	Shepherd System (or similar) Smart Phone Application \$55.00/\$85.00 Enrollment Fee + \$5.00 - \$6.00 per day
On-Site, Multi-Panel Drug Screen	\$25.00
Alcohol Test – Breathalyzer	\$25.00
On-Site EtG Test	\$25.00
Laboratory Confirmation Test	\$25.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
On-Line Access for the Court to the PPSI Probation Tracker 2.0 Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the City, and Naming the City as an Additional Insured	No Cost – Professional and General Liability

RESOLUTION NO. 2022-15

A RESOLUTION OF THE CITY OF HAPEVILLE TO APPROVE A DISTRIBUTION OF LOCAL OPTION SALES TAX (LOST) PROCEEDS, AUTHORIZE THE MAYOR AND/OR COUNCIL TO EXECUTE A CERTIFICATE OF DISTRIBUTION FOR SUBMISSION TO THE COMMISSIONER OF THE DEPARTMENT OF REVENUE, TO PRESERVE RIGHTS, AND FOR OTHER PURPOSES.

WHEREAS, representatives from the City of Hapeville have been in negotiations with Fulton County regarding the distribution of LOST proceeds as between Fulton County and collectively the Cities of Fulton County; and

WHEREAS, on November 2, 2022, the Fulton County Board of Commissioners approved percentages of LOST proceeds to be received by the County and said percentages are reflected in the attachment described below; and

WHEREAS, section 48-8-89(b) of the Official Code of Georgia requires submission of a certificate that divides the total sum of proceeds to be received by Fulton County and each City within the LOST special tax district coterminous with the boundaries of Fulton County, Georgia (the “Certificate”) based either (i) on each city’s 2020 decennial census population relative to that of all the other cities or (ii) reach an agreement among all the Cities on some other distribution method to be used and execute the Certificate reflecting such agreement; and

WHEREAS, the City of Hapeville has been informed that the representatives from all of its sister Cities in Fulton County have reached a tentative agreement to approve or recommend approval of the proposed distribution of the LOST proceeds to Fulton County and among the Cities of Fulton County based on the percentage amounts specified in the table attached hereto as Exhibit “A” to this Resolution and incorporated herein by reference as the “LOST Distribution Percentages;” and

WHEREAS, subject to all Cities approving the LOST Distribution Percentages and signing the certificate consistent with the LOST Distribution Percentages, and not to waive each City’s right to declare itself an absent municipality pursuant to section 48-8-89(b) of the Official Code of Georgia, the Mayor and Council of the City of Hapeville desire to approve the LOST Distribution Percentages and authorize signature of a Certificate contingent on all Cities approving the LOST Distribution Percentages and duly authorized representatives from all Cities and Fulton signing a Certificate reflecting the LOST Distribution Percentages; and

WHEREAS, the Mayor and Council believe adoption of this Resolution to be in the best interest of its citizens and taxpayers of the City of Hapeville.

NOW THEREFORE IT BE SO RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, the preamble is adopted and incorporated herein as if fully restated here, and the Mayor and Council hereby approve the LOST Distribution Percentages attached hereto as Exhibit “A” as the percentage of LOST distributions to be remitted to the City of Hapeville over the next decade provided and reflected on the Certificate provided that all other Cities likewise approve their respective percentages as reflected in the LOST Distribution Percentages.

IT IS FURTHER RESOLVED, that the Mayor and Council authorize the Mayor or City Manager with the approval of Special Counsel to the City and/or the City Attorney and the City Manager to make minor adjustments to the LOST Distribution Percentages and correspondingly to the Certificate provided such minor adjustments are likewise approved by all other Cities to the Certificate contemplated by this Resolution.

IT IS FURTHER RESOLVED, that the Mayor and Council of the City of Hapeville authorize the Mayor or to sign the Certificate provided that all other Cities also approve their respective percentage of LOST distributions consistent with the LOST Distribution Percentages and such percentages are correctly reflected on the Certificate and the person signing on behalf of the other Cities is duly authorized to sign such Certificate on behalf of that person's respective City.

IT IS FURTHER RESOLVED, the Mayor and Council do not approve or authorize the signature of any Certificate which is inconsistent with this Resolution, and the City of Hapeville retains the right to become an absent municipality and thereby take its 2022 decennial census population share of the LOST proceeds allocated to all cities collectively in accordance with section 48-8-89(b) of the Official Code of Georgia.

IT IS FURTHER RESOLVED, that if the Certificate contemplated by this Resolution has not been executed and submitted to the Commissioner of the Department of Revenue on or before December 30, 2022, this Resolution shall be null and void on December 31, 2022.

IT IS FURTHER RESOLVED, that this Resolution be certified by the City Clerk and entered and maintained in the City records.

This 15 day of November 2022.

CITY OF HAPEVILLE

ALAN HALLMAN, MAYOR

Signatures Continued on Next Page

MIKE RAST, ALDERMAN

CHLOE ALEXANDER, COUNCIL MEMBER

MARK ADAMS, COUNCIL MEMBER

BRETT RIECHERT, COUNCIL MEMBER

Attest:

SHAREE STEED, CITY CLERK

Exhibit "A"

MUNICIPAL LOST SHARES BASED ON HOLD-HARMLESS TO 2021 BASE YEAR AND POPULATION DISTRIBUTION

Final Computed Certificate												
Percentages:	2022 (Current)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Ten Year Average
Fulton County	4.9794%	5.0000%	6.0000%	7.1500%	8.7500%	10.2500%	11.0000%	12.0000%	12.5000%	12.5000%	12.5000%	9.9845%
ALPHARETTA	5.8367%	5.8164%	5.7788%	5.7177%	5.6232%	5.5351%	5.4943%	5.4342%	5.4034%	5.4034%	5.4034%	5.5485%
ATLANTA	40.4358%	40.5358%	40.2737%	39.8476%	39.1895%	38.5750%	38.2907%	37.8723%	37.6573%	37.6573%	37.6573%	38.6687%
CHATTahoochee Hills	0.2672%	0.2605%	0.2588%	0.2561%	0.2519%	0.2479%	0.2461%	0.2434%	0.2420%	0.2420%	0.2420%	0.2485%
COLLEGE PARK	1.3079%	1.2306%	1.1947%	1.1599%	1.1261%	1.0933%	1.0816%	1.0698%	1.0637%	1.0637%	1.0637%	1.1103%
EAST POINT	3.9590%	3.7326%	3.6238%	3.5183%	3.4158%	3.3163%	3.2197%	3.1670%	3.1490%	3.1490%	3.1490%	3.3276%
FAIRBURN	1.4829%	1.4566%	1.4472%	1.4319%	1.4082%	1.3862%	1.3759%	1.3609%	1.3532%	1.3532%	1.3532%	1.3895%
HAPEVILLE	0.6856%	0.6467%	0.6278%	0.6095%	0.5918%	0.5746%	0.5578%	0.5416%	0.5380%	0.5380%	0.5380%	0.5732%
JOHNS CREEK	7.7815%	7.3493%	7.2394%	7.1628%	7.0445%	6.9340%	6.8829%	6.8077%	6.7691%	6.7691%	6.7691%	6.9564%
MILTON	3.3124%	3.6494%	3.6258%	3.5875%	3.5282%	3.4729%	3.4473%	3.4096%	3.3903%	3.3903%	3.3903%	3.4813%
MOUNTAIN PARK	0.0550%	0.0618%	0.0504%	0.0496%	0.0488%	0.0480%	0.0477%	0.0472%	0.0469%	0.0469%	0.0469%	0.0483%
PALMETTO	0.4247%	0.4019%	0.3959%	0.3917%	0.3853%	0.3792%	0.3764%	0.3723%	0.3702%	0.3702%	0.3702%	0.3805%
ROSWELL	8.9588%	8.4519%	8.2057%	8.0645%	7.9314%	7.8070%	7.7494%	7.6648%	7.6213%	7.6213%	7.6213%	7.8525%
SANDY SPRINGS	9.5183%	9.5512%	9.4894%	9.3890%	9.2340%	9.0892%	9.0221%	8.9236%	8.8729%	8.8729%	8.8729%	9.1113%
SOUTH FULTON	9.0206%	9.4943%	9.4329%	9.3331%	9.1790%	9.0350%	8.9684%	8.8704%	8.8201%	8.8201%	8.8201%	9.0570%
UNION CITY	1.9732%	2.3710%	2.3557%	2.3308%	2.2923%	2.2563%	2.2397%	2.2152%	2.2026%	2.2026%	2.2026%	2.2618%
Total Municipal Share		95.0000%	94.0000%	92.8500%	91.2500%	89.7500%	89.0000%	88.0000%	87.5000%	87.5000%	87.5000%	90.0155%
Total Certificate		100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

**FIRST EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT FOR
THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON
COUNTY, GEORGIA AND HAPEVILLE, GEORGIA**

This First Extension to the Intergovernmental Agreement (“First Extension”) is made and entered this ____ day of _____, 2022, by and between the City of Hapeville, Georgia (“**Hapeville**”), a municipal corporation, and Fulton County, Georgia (“**County**”), herein after collectively referred to as the “**Parties**”.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, cities and counties are prohibited from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement, or as otherwise provided by law; and

WHEREAS, Hapeville, and the County entered into that certain Intergovernmental Agreement on or about July 17, 2018, as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”), for the purpose of authorizing the County to provide animal control services to Hapeville, by way of a contract with an animal control services vendor; and

WHEREAS, the term of the Original Agreement is set to expire on December 31, 2022 and the County and Hapeville desire to maintain the same level of services for an additional period beyond this set date so that the parties can evaluate the scope and manner of delivery of these services moving forward; and

WHEREAS, the Parties desire, through this First Extension, to extend the Term (Article 2) of the Original Agreement under the same terms and conditions set forth in the Original Agreement for an additional period of three hundred and sixty-five (365) days, up to and including December 31, 2023.

NOW THEREFORE, Hapeville and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

Section 1. Hapeville and the County do hereby agree that Article 2 (Term of Agreement) of the Original Agreement is hereby amended by this First Extension for an additional period of three hundred and sixty-five (365) days, up to and including December 31, 2023.

Section 2. The Parties further agree that all the terms and conditions, including, but not limited to, Article 3 (Compensation and Consideration), that are set out in the Original Agreement, as modified by this First Extension, will continue to be enforceable during the First Extension.

Section 2. The Original Agreement, as modified by the First Extension, contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and Hapeville, acting by and through its duly authorized officers.

Section 3. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Original Agreement, as modified by the First Extension.

Section 4. The Original Agreement, as modified by the First Extension, shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

Section 5. Nothing contained in the Original Agreement, as modified by the First Extension, shall be constructed to be a waiver of any of the Parties' sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

Section 6. The Original Agreement, as modified by the First Extension, shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Section 7. Except as modified by this First Extension, all terms and conditions of the Original Agreement remain in full force and effect.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

HAPEVILLE, GEORGIA

Alan Hallman
Mayor

Date: _____

(SEAL)

Attest: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney's Office

Date: _____

FULTON COUNTY, GEORGIA

By: Robert L Pitts, Chairman
Fulton County Board of Commissioners

Date: _____

(SEAL)

Attest: _____
By: Tonya R. Grier
Clerk to the Commission

Date: _____

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Date: _____