



CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

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://hapeville.org/562/Agendas-and-Minutes>

June 3, 2025 6:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Alan Hallman
Mike Rast
Brett Reichert
Mark Adams
Chloe Alexander

3. WELCOME:

4. PLEDGE OF ALLEGIANCE:

5. INVOCATION:

6. PRESENTATIONS:

6.I. Acknowledgment of Rotary Club Award Winners.

Background:

On May 13th, The Atlanta Airport Rotary Club held its annual First Responders Award Luncheon. We are honored to have Chiefs Hedley and Condrey introduce the First Responders recognized for Hapeville.

I. Police Officer of the Year: *Sergeant Shadha Canzater*

II. Firefighter of the Year: *Captain Jennifer Brown*

7. PUBLIC HEARING:

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 to Approve May 20, 2025, Mayor and Council Meeting Minutes.

Supporting Document(s):

1. 05202025 Drafted Minutes

10. OLD BUSINESS:

11. NEW BUSINESS:

- 11.I. Consideration and Action to Approve a Production Agreement with Smart Bill L.T.D. for Utility Billing Services.

Background:

Smart Bill L.T.D. creates, formats, and provides printing services for the City of Hapeville Utility Billing Department. Smart Bill L.T.D. is requesting that all its clients enter into a production agreement for the provision of these services. Legal staff have reviewed the agreement and made the necessary changes for approval.

Supporting Document(s):

1. Smart Bill Agreement 2025 - Red Lined

12. CITY MANAGER REPORTS:

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.



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MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL WORK SESSION

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May 20, 2025 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:06 PM
2. **ROLL CALL:** All members of the Council were present, thereby constituting a quorum.
 - ☒ Alan Hallman
 - ☒ Mike Rast
 - ☒ Brett Reichert
 - ☒ Mark Adams
 - ☒ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the May 20th meeting.

AMEND AGENDA:

MOTION: Councilman Adams made a motion to amend the agenda to add “**Proclamation Honoring National EMS Week**” presentation under section 4; Councilman Alexander provided a second. **The motion carried with a vote of 4-0.**

4. PRESENTATIONS:

- 4.I. Proclamation Honoring National Police Week- May 11 – 17, 2025.

Mayor Hallman read a proclamation honoring National Police Week, observed from May 11–17, 2025. He expressed appreciation to Police Chief Bruce Hedley and the entire Hapeville Police Department for their dedication and service to the community.

4. II Proclamation Honoring National EMS Week- May 18-24, 2025.

Mayor Hallman read a proclamation honoring **National EMS Week**, observed from **May 18–24, 2025**, and expressed sincere appreciation to Fire **Chief Nick Condrey** and the **EMS team** for their dedication, professionalism, and vital service to the Hapeville community.

* Councilman Adams recognized May 6–12 as National Nurses Week and expressed gratitude to the dedicated nurses in Hapeville and beyond. He noted that hospitals rely heavily on the care nurses provide, emphasizing that patients are often hospitalized for nursing care rather than physician care.

He also acknowledged that May is Mental Health Awareness Month, urging the community to recognize and support individuals who may be suffering in silence. He stressed the importance of helping to destigmatize mental health, noting that it has become an epidemic across the United States. He encouraged offering support and compassion to those affected.

5. PUBLIC HEARING:

- 5.I. Consideration and Action on a Conditional Use Permit to Operate a Funeral Home at 744 South Central Avenue.

Background:

Consideration of a Conditional Use Permit to operate a funeral home at 744 South Central Avenue, Hapeville, Georgia 30354, Parcel Identification Number 14-0098-0006-002-4. The property is zoned V, Village, and is subject to the zoning regulations outlined in Section 93-11.1-4 (Conditional uses) of the City of Hapeville Zoning Ordinance.

Applicant: Tony Kumming, Rollings Funeral Service, LLC d/b/a Airport Mortuary Shipping Service

The Planning Commission reviewed this item at their meeting on Tuesday, April 8, 2025, and issued a recommendation for approval. Staff supports their recommendation.

Staff Comments: City Planner Dr. Lynn Patterson addressed Mayor and Council, explaining that the request in question is strictly a change in ownership for a property historically used as a funeral home for approximately 40 years. In accordance with city procedures, applicants are required to come before Council when a change in ownership involves continued use, to address any potential concerns.

Dr. Patterson reviewed the evaluation criteria, noting there is no anticipated negative impact on surrounding properties or land use. Although the property is slightly short on parking for its size, the nature of the operations—primarily shipping with limited public gatherings—and the availability of public parking in the area alleviate concern.

She confirmed the use is consistent with the property's designation as medium-intensity mixed-use and compatible with adjacent village district properties. No nuisance or hazardous characteristics are expected, and there are no anticipated issues related to traffic, access, lighting, or screening. The Planning Commission has reviewed the application, and staff recommends approval.

Applicant Comments: Mr. James Mulkin spoke on behalf of Rollins Funeral Service, the applicant, and responded to the question posed during the discussion.

Public Comments: There were no public comment(s) during this hearing.

MOTION: Alderman Rast made a motion to approve a Conditional Use Permit to Operate a Funeral Home at 744 South Central Avenue.; Councilman Alexander provided a second. **The motion carried with a vote of 4-0.**

- 6. QUESTIONS ON AGENDA ITEMS:** There were no questions on agenda items at this meeting.

7. CONSENT AGENDA:

- 7.I. Consideration and Action to Approve May 6, 2025, Mayor and Council Meeting Minutes.
7.II. Consideration and Action to Approve May 6, 2025, Executive Session Meeting Minutes.

MOTION: Councilman Adams motioned to approve the consent agenda; Councilman Reichert provided a second. **The motion carried with a vote of 4-0.**

- 8. OLD BUSINESS:** There were no old business items at this meeting.

9. NEW BUSINESS:

- 9.I. Consideration and Action to Reduce the Speed Limit on the North Central Ave Corridor.
MOTION: Councilman Adams motioned to approve a Reduce Speed Limit on the North Central Ave Corridor; Councilman Alexander provided a second. **The motion carried with a vote of 4-0.**

10. CITY MANAGER REPORTS: City Manager Tim Young provided updates on several matters.

- **Public Safety Recognition**
 - Attended the Rotary Club's Firefighter and Police Officer of the Year ceremony.
 - Hapeville honorees:
 - *Police Officer of the Year*: Sgt. Shadha Canzater
 - *Firefighter of the Year*: Capt. Jennifer Brown
 - Both will be recognized at the June 3rd City Council meeting.
- **Memorial Day Service**
 - Scheduled for Monday, May 27th at 10:00 AM at Hoyt Smith Center.
 - **Splash Pad Opening**
 - Opens for the season on Sunday, May 26th.
- **Art District Sign Installation**
 - Scheduled for May 27th at 748 Virginia Avenue.
 - Expect lane closures during installation.
- **Captains of Concrete Competition**
 - Scheduled for May 31st at Hapeville Skate Park.
- **Atlanta Postal Credit Union**
 - Received its Certificate of Occupancy today.
 - Grand opening celebration anticipated in the next couple of months.
- **Audit Completion**
 - The audit for the short fiscal period is complete.
 - The audit report will be presented at next month's council meeting.
- **Fire Department Recruitment**
 - Welcoming seven new incoming firefighters.
 - They begin training in approximately two weeks.
 - Plans to introduce them at the next council meeting before training begins.

11. PUBLIC COMMENTS:

1. Bernard Ovesti
2. Charlotte Rentz
3. Mark Dunn and Jennifer Fess
4. Earl Moorman

12. MAYOR AND COUNCIL COMMENTS:

Councilman Reichert thanked staff, as always, for their continued hard work. He gave special recognition to the efforts at the Depot Museum, highlighting the successful launch of the new residency program. He noted that the program was recently featured in *Atlanta Magazine*, which has approximately 400,000 monthly readers. The article brought positive attention to the City of Hapeville and its cultural initiatives. He extended his appreciation to Charlotte and Samantha for their coordination and dedication, commending them on the recognition and impact their work has had.

Councilman Adams thanked everyone for attending the Council meeting and expressed his appreciation for the continued engagement and participation of the community.

Alderman Rast stated that he is looking forward to the City's annual Memorial Day service on Monday at 10:00 a.m., and to hearing from the featured speaker during the event.

Councilman Alexander thanked the residents and business owners for consistently taking the time to attend meetings and share their concerns, noting that many issues would go unnoticed without their input. She expressed appreciation for their engagement and involvement.

Mayor Hallman informed the public of the passing of former Hapeville Police officer Dicky Adams, who had recently retired. He expressed gratitude to HR Manager, Stacie Johnston for accompanying him and Alderman Rast to the service, noting that Mr. Adams' family was deeply appreciative of their attendance. He reflected on Mr. Adams' legacy, including that his father once served as a Councilmember, highlighting the family's strong ties to the city.

Mayor Hallman also announced that he would be unable to attend the upcoming Memorial Day ceremony, which he described as one of the most moving events hosted by the City—honoring those who sacrificed their lives for the freedoms we enjoy today. He encouraged the public to attend the 10:00 a.m. service at the Recreation Center, noting it would be a meaningful and rewarding experience. He thanked all attendees for their participation and ongoing support of local government.

13. EXECUTIVE SESSION: An executive session meeting was not conducted at this meeting.

14. ADJOURN: With no further business, Mayor Hallman called for a motion to adjourn.

MOTION: Councilman Alexander motioned to adjourn at 6:57 PM; Councilman Adams provided a second. **The motion carried with a vote of 4-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

This Production Agreement ("**Agreement**") is made and entered into this _____ day of _____, 2025 ("**Effective Date**"), by and between SMARTBILL, LTD., an Ohio corporation ("**SmartBill**"), and City of Hapeville ("**Client**", and collectively with SmartBill, Ltd., "**Parties**"; Client and SmartBill may each be generically referred to as a "**Party**"). In consideration of the mutual promises and covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. Scope of Production Agreement. SmartBill agrees to provide to Client the "**Services**" set forth in Schedule 1 attached hereto and incorporated herein by this reference, and Client agrees that SmartBill shall be Client's sole and exclusive provider of goods and/or services of the type or nature of the Services during the Term (as defined below). During the Term, Client agrees to furnish all data and documentation requested by SmartBill to perform the Services. Client requires and shall purchase, and SmartBill agrees to produce, a minimum monthly quantity of two thousand (2,000) statements ("**Minimum Commitment**") based upon the rates and terms provided herein. In the event that Client does not fulfill the Minimum Commitment for a given month, Client shall pay to SmartBill a "**Minimum Processing Fee**" equal to the product of (i) the difference between the Minimum Commitment and the actual number of statements ordered by Client for the relevant month, multiplied by (ii) the effective per statement rate.

Section 2. Fees. Client agrees to pay SmartBill fees for the Services as set forth in Schedule 2 attached hereto and incorporated herein by this reference ("**Fees**", which Fees are subject to adjustment as set forth below). SmartBill will invoice Client for the Services provided each month on or before the 15th day of the subsequent month, provided that SmartBill may immediately provide the invoice following the conclusion of each month ("**Invoice**"). Invoices are due upon receipt and will be considered past due if not paid in full within thirty (30) days of due date. A late fee may be assessed on Invoices not paid within thirty (30) days of receipt as set forth in Section 3 below ("**Late Fee**"). SmartBill also reserves the right to suspend or terminate SmartBill Services due to client's failure to keep its account current. Should SmartBill Services be suspended or terminated, a \$300 reinstatement fee will be charged for each reinstatement. SmartBill will not increase the Fees for a period of twelve (12) months from the Effective Date ("**Initial Pricing Period**"). SmartBill may increase the Fees following the Initial Pricing Period at the discretion of SmartBill upon written notice to Client, provided that (i) SmartBill may increase the **Service Fees** no more than one (1) time during any twelve (12) month period following the Initial Pricing Period (each such twelve (12) month period, a "**Pricing Period**") and (ii) However, SmartBill may increase Consumable Fees subject to price increases received by paper vendors as these consumables are increased **at a rate not to exceed 5% of the minimum processing fee**. In the event that Client terminates this Agreement as permitted herein by providing a termination notification, then Client will be

responsible for paying for all Fees accrued and Services rendered between the termination notice date and the termination effective date.

Section 3. Late Payment Fees. The Late Fee will equal one and one-half percent (1.5%) each thirty (30) days on the amounts due under the relevant unpaid Invoices, accruing as follows: (i) one and one-half percent (1.5%) of the entire unpaid Invoice amount shall accrue immediately following the thirtieth (30th) day after receipt of such Invoice; and (ii) following the 30th day after receipt of the unpaid Invoice, daily at the corresponding rate of one thirtieth (1/30) of one and one-half percent (1.5%) or five hundredths of one percent (0.05%).

Section 4. Term. The term of this Agreement shall commence on the Effective Date and shall terminate absolutely and without further obligation on the part of the Client at the close of the fiscal year in which the Contract is executed (the "Initial Term"). The Contract may be renewed for four (4) additional annual terms and shall conclude at the close of each succeeding fiscal year or until terminated by the Client as required by O.C.G.A. sec. 36-60-13. In Hapeville, the fiscal year runs from October 1 through September 30 through The Client may terminate this Agreement by providing Smart Bill written notice of termination or notice of non-renewal thirty (30) days prior to the end of the Client's fiscal year, the Agreement shall terminate at the end of the term in which the notice of termination or non-renewal is received by SmartBill.

Section 5. Postage. Client shall deposit a permanent postage deposit with SmartBill in the amount specified on Schedule 3 ("**Postage Deposit**") no later than ten (10) days after the Effective Date. SmartBill may, in its sole discretion, adjust the Postage Deposit amount due to changes in Client's volume, postage usage, postal rates or payment history, or any other reason deemed appropriate by SmartBill, so long as Client is provided advance written notice of such adjustment. Upon termination of this Agreement, SmartBill shall return the Postage Deposit to Client after Client has paid for all Services and postage provided to or on the behalf of Client in performance of the Services. If this Agreement is terminated due to a default by Client, upon such a termination SmartBill may apply any of the Postage Deposit or any other Client's funds that SmartBill holds against any sums that Client owes SmartBill. **IF CLIENT FAILS TO MAINTAIN THE DEPOSIT AT THE REQUIRED LEVELS, OR IF CLIENT FAILS TO TIMELY PAY ALL INVOICES AS SPECIFIED IN SECTION 2, SMARTBILL MAY IMMEDIATELY SUSPEND ITS PERFORMANCE OF ALL ITS DUTIES, SERVICES, AND OBLIGATIONS UNDER THIS AGREEMENT UNTIL THE DEPOSIT IS PROPERLY PAID AND MAINTAINED AND ALL OUTSTANDING INVOICES ARE PAID.**

Section 6. Expenses. Client will reimburse SmartBill for all costs and expenses associated with the performance of Services for Client, such as costs and expenses associated with, freight, delivery service and other required supplies in connection with providing the Services ("**Expenses**").

Section 7. Termination. Upon breach or default with respect to any term contained herein by a Party, regardless of whether such term is material or not (“**Default**”), the non-Defaulting Party may send the Defaulting Party a notice of such Default (“**Notice of Default**”). If such noticed Default remains uncured for thirty (30) days after the Defaulting Party’s receipt of the Notice of Default, this Agreement shall be terminated unless the non-Defaulting Party agrees or specifies otherwise in writing. Neither Party may terminate this Agreement unless (i) such Party terminates this Agreement pursuant to this Section after the other Party Defaults or (ii) such Party provides appropriate notice of nonrenewal pursuant to Section 4 in order to end the Term of this Agreement. Examples of Default include, but are not limited to, the: (a) failure of Client to pay for all goods and/or Services as provided in this Agreement; (b) any other Default by Client or SmartBill with respect to any term or condition of this Agreement; (iii) **the Contract will terminate immediately and absolutely at such time as the Client ceases to have available unappropriated funds to satisfy the obligations of the Client as set forth in this Contract.**

Section 8. Force Majeure. Other than any obligation to pay money, neither Party shall be responsible for delays or failures in performance resulting from acts or occurrence beyond the reasonable control of such Party, including, without limitation, the following: fire, explosion, power failure, flood, earthquake, or other act of god; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts (“**Force Majeure**”). In such Force Majeure, the Party affected shall be excused from such performance, on a day-to-day basis. Likewise, such other Party not directly affected by such Force Majeure shall also be excused from performance of its obligations on a day-to-day basis to the extent such party’s obligations relate to the other Party’s performance interfered with by the Force Majeure.

Section 9. Confidentiality. SmartBill agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client’s behalf that are non-public and confidential shall, subject to the disclosure required for the performance of SmartBill’s obligations hereunder, not be intentionally or recklessly disclosed or otherwise disseminated by SmartBill without the consent of Client. **SmartBill understands and acknowledges that the Client is a municipal corporation and that public documents must be retained and are subject to production and disclosure under the Georgia Open Records Act, O.C.G.A. sec. 50-18-70 et seq. SmartBill agrees to comply with the requirements set forth in the Georgia Open Records Act and to work with the Client to make public documents, that are in the possession and control of Smart Bill, available to the Client for production if requested.**

Section 11. WARRANTIES/DISCLAIMER OF WARRANTIES. SmartBill shall provide all goods and/or Services in accordance with the terms specifically set forth in Schedule 1. The parties hereto agree that this Agreement is only for the production of those goods and/or Services set forth in Schedule 1. **ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY DISCLAIMED. CLIENT EXPRESSLY ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER STATEMENT NOT CONTAINED IN THIS AGREEMENT AND THAT THIS WARRANTY CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE GOODS AND SERVICES TO BE PROVIDED TO CLIENT. THE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.**

Section 12. Limitation of Liability. The liability of SmartBill with respect to any failure to provide the goods and/or Services as required under this Agreement shall be limited to the processing and service fees actually paid to SmartBill for the defective goods or services. The liability of SmartBill with respect to any Default hereunder shall be limited to the Fees actually paid to SmartBill for the good and services claimed to be in Default. **SMARTBILL IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT OR INCOME.** Client has accepted this restriction on its right to recover incidental and consequential damages as a part of its bargain with SmartBill. Client acknowledges that SmartBill's Fees would be higher if SmartBill were required to bear the risk of responsibility for these damages.

Initial: City of Hapeville SmartBill

Section 13. Governing Law and Jurisdiction. Except to the extent governed by applicable federal law, this Agreement shall be interpreted under and governed by the laws of the State of **Georgia**, and any dispute between the Parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of **Georgia**, regardless of conflicts of laws. The Parties agree that the exclusive venue for disputes between them shall be **a court of competent jurisdiction in the State of Georgia**, and each party hereby waives any objection it might have to the personal jurisdiction of or venue in such courts and waives any right to file or remove any such action or claim to federal court.

Section 14. Severability. If any provision of this Agreement is deemed invalid or unenforceable for any reason whatsoever, such provision will be fully severable; this Agreement shall be construed and enforced as if such invalid, or unenforceable provision were not a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and

effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be automatically as part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

Section 15. Waiver; Modification of Agreement. No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representative of both Parties hereto. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Further, to the extent that a provision is waived in strict accordance with the above guidelines, no waiver of any provision of this Agreement shall constitute a waiver of any other provision or term not expressly waived in writing and signed by authorized representative of both Parties hereto, nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.

Section 16. Notice. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight, delivery services or by electronic mail. Mailed notices will be effective on the other Party upon receipt. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for notice purposes are as follows:

SmartBill:	SmartBill, Ltd. Corporate Office 1050 O'Neill Drive, P.O. Box 105 Hebron, OH 43025-0105 Facsimile: 740-928-5438 Email: robh@smartbillcorp.com	SmartBill, Ltd. 128 Talbert Rd Mooresville, NC 28117 Facsimile: 704-799-3552
Client:	City of Hapeville 3468 North Fulton Avenue Hapeville, GA 30354 Email : dwilliams@hapeville.org	

Section 17. Entire Agreement. This Agreement and its exhibits and schedules constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the production of goods and Services for Client by SmartBill and supersede all prior and contemporaneous understandings or agreements of the Parties. **NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, NOR IS ANY PARTY**

RELYING ON ANY REPRESENTATION OR WARRANTY OUTSIDE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

Section 18. Litigation Expenses. Each party shall bear the costs of bring an action including court costs and attorney fees. To the extent allowable by law, SmartBill shall have the right to seek attorney fees in an action brought to recover fees owed for services provided on the parties' contract that are not subject to dispute.

Section 19. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all the successors and assigns of the Parties hereto. The Parties hereto execute this Agreement through their duly authorized officers, as of the day and year first written above.

Section 20. Authority to Bind. SmartBill and Client warrant that the person executing this Agreement has full and legal authority to execute this Agreement for and on behalf of its respective legal entity it is purporting to bind to the terms of this Agreement, as well as the full legal ability to bind such legal entity to the terms contained in this Agreement.

Section 21. No Partnership or Joint Venture. No agency, partnership, joint venture, or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner, or joint venturer of the other party. Client and SmartBill shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger or any joint enterprise between Client and SmartBill.

Section 22. Cooperation of Parties. Each party agrees to cooperate in good faith with the other party in all aspects of accomplishing the intent of this Agreement, including but not limited to signing documents and taking other actions as may be reasonably necessary or proper for such purpose.

Section 23. Headings. Headings or captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of the terms hereof.

Section 24. Interpretation. All provisions herein shall be construed in all cases as a whole according to its fair meaning, neither strictly for nor against either Client or SmartBill and without regard for the identity of the party initially preparing the same. Titles and captions are inserted for convenience only and shall not define, limit, or construe in any way the scope or

intent of this Agreement. References to sections are to sections as numbered in this Agreement unless expressly stated otherwise.

Section 25. Counterparts. This Agreement may be signed in multiple counterparts which, when duly delivered and taken together, shall constitute a binding Agreement between all parties.

Section 26. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

(We would not agree to Joint and Several liability this would waive certain immunities from liability for individual members of the governing body who have immunity for certain official acts.)

Section 28. Extension of Performance Deadline if Non-Business Day. If the date for performance of any obligation of the parties to this agreement falls on a non-Business Day, then the performance of the relevant obligation shall become due on the next Business Day following such date.

Section 29. Legal Counsel. Client and SmartBill acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Client nor SmartBill is relying upon any legal advice from the other party's counsel regarding the subject matter hereof. Both parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Client nor SmartBill shall deny the enforceability of any provision of this agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel.

SMARTBILL, LTD.

CITY OF HAPEVILLE

By: _____

Name: Robin W. Hess

Title: President

Date: _____

By: _____

Name: Diamond Williams

Title: Water Billing

Date: _____

SCHEDULE 1**SERVICES****For: City of Hapeville****SmartBill will provide the following services:****Format Data**

- Format Data (Layout and custom design statement to 8.5" x 11")
- Create Multiple statements per customer's instructions
- Create custom message if applicable
- Sort and remove any customer-identified accounts
- Presort data for barcode postage rates
- Create statement PDF files for easy in office viewing and reprinting

Printing

- Print documents using up to 600 X 600 DPI

Statement Rendering

- Fold and insert documents into standard business #10 envelope
- Insert #9 return envelope when applicable
- Insert statements and inserts (maximum of two)
- Complete Cass certification reports and delivery to Post Office

Job Accounting

- Account for all records or pages received, printed, and rendered
- Recap postage available in the City of Hapeville postage account

Inventory Management

- Custom design, order and maintain inventory of paper and envelopes needed for processing statements

Components:

- **Purchased through SmartBill**
- Client will pay for first two months' worth of inventory at start-up and be invoiced each month as used to replenish. Client responsible for maintaining two-month average rolling inventory.
- 8.5 X 11, #24 lb. paper with one horizontal perforation ordered in minimum quantities of 4,000
- #10 dual window envelope ordered in minimum quantities of 4,000
- #9 return single window envelope ordered in minimum quantities of 4,000



PRODUCTION AGREEMENT

Postage:

Postage will be charged back to the City of Hapeville. The City of Hapeville will maintain two months' worth of postage on account at SmartBill. Deposit required prior to startup.

SCHEDULE 2
FEES FOR GOODS AND SERVICES

Paper Bill (includes: 8.5x11 #24 white paper, perforated at 3.5" from bottom, #10 double window envelopes, #9 single window reply envelopes data processing, printing & folding, inserting, presorting and delivery to USPS)	\$0.0732	per set
	\$0.1694	per record
SPW Search & View Bill (Includes: Data processing, electronic color PDF creation, search & access capabilities & hosting of PDF files for 12 months from creation date)	\$0.00	per bill
SPW Electronic Presentment of bills (optional)	\$0.00	per notification
SPW Payment (optional)	TBD	per payment
NCOA Link - Automated address update service	\$25.00	per month
Addition Impressions	TBD	Quote as per needed
Bill Suppression (Data processing only -- Group Y & Z)	\$0.00	per bill
Oversized Surcharge (8-99 page bills - Group C)	\$0.35	per envelope as needed
Oversized Surcharge (100+ bills - Group D & E)	\$0.60	per envelope as needed
Additional Inserts	TBD	Quote upon request
Basic Set Up Fee (City Bill or Standard Format and Reports)	(\$1,000.00)	Already set-up
Technical Services (including additional set-up beyond standard, formatting, or custom reports, conditional logic & insert/forms composition)	\$175.00	per hour
Minimum Monthly Charge [Minimum volume X service price]	\$338.80	per month
Minimum Daily Processing/Production Fee	\$100.00	per run
Postage (1 oz.) Estimate to be validated with client data	\$0.539	per bill
Insert Produced by outside vendors	\$0.02	per insert/\$50 minimum

*Pricing may be adjusted if Go Live date is delayed

SCHEDULE 3**POSTAGE DEPOSIT**

Postage Deposit (Based on (2) two months estimated volume): (2 Months Volume * 0.539)

2,000 X 2 X 0.539

Postage must be on account prior to mailing.

SCHEDULE 4

GLOSSARY OF TERMS

Impression	Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) impressions.
USPS	United States Postal Service
Laser Imaging	The process where the application of dry toner (ink) is electro statically applied and bonded to a piece of paper.
Simplex	Laser Imaging of one (1) side of a piece of paper only.
Duplex	Laser Imaging of both (2) sides of a piece of paper.
OE	Outer Envelope - This envelope is used as the carrier mechanism for all information contained in a package to be mailed.
RE	Reply Envelope - This envelope is usually utilized by a customer to return information/payment requested by an organization.
Presorting	The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.
Business Day	Any day which the USPS as well as the U.S. Federal Reserve are open for business.
U.S. federal holiday	All holidays as defined by the U.S. Federal Reserve
24x7	24 hours a day, 7 days a week.
Additional Inserts	Any item requested to be placed into the mail container above and beyond (a) the bill and (b) the RE.
Container	One complete piece of mail packaged into one OE.
Electronic Transmission	The act of sending data via SmartBill, Ltd. online utility, FTP or Modem.
Bill	Data and other information pertaining to one (1) account number and usually in reference to one customer.
Group	The term used by SmartBill, Ltd. to define how bills are gathered & produced in order to maximize production capabilities. These groups are defined as follows: - Group A - 1 ounce bills - Group B - 2 ounce bills - Group C - 8 -99 page bills - Group D - 100 - 499 page bills - Group E - 500 + page bills - Group I - International bills - Group P - Pulls bills (Pulled and returned to PM for further action) - Group X - Hold bills (combined and sent back to

Suppress or Suppression	client) Group Y - Online only bills (suppress from print only) Group Z - Suppress all The act of excluding records or bills (based on client defined criteria) that have been received in the input data stream received from the client.
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