



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>

August 5, 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:

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 the July 15, 2025, Mayor and Council Meeting Minutes.

Supporting Documents:

1. 07152025 Drafted Minutes

9.II. Consideration and Action to Approve July 15, 2025, Executive Session Meeting Minutes.

9.III. Consideration and Action to enter into a Memorandum of Understanding with Hapeville Elementary School and the Hoyt Smith Center as an alternate site to evacuate students and staff due to an emergency.

Background:

This agreement will allow the students and teachers to evacuate its facility and relocate to the Hoyt Smith Recreation Center in an emergency.

Supporting Documents:

1. HES 2025

10. OLD BUSINESS:

11. NEW BUSINESS:

- 11.I. Consideration and Action to Enter into an Intergovernmental Agreement with Fulton County to Conduct the Municipal General Election for November 4, 2025, and Authorize Payment of Invoice.

Background:

Pursuant to O.C.G.A. § 21-2-45(c), the governing authority of a municipality may enter into an agreement with the county in which it is located to conduct any or all elections on its behalf. The attached Intergovernmental Agreement outlines Fulton County's provision of election services for the City of Hapeville's Municipal General Election scheduled for November 4, 2025.

Since Fulton County will be conducting a countywide election on the same date, there is no charge to the City for the administration of the general election. However, if a runoff election is required in December, the County will assess a charge in the amount of \$11,654.47 for those services.

Payment for a potential December runoff must be submitted within two weeks following the November 4 election. If payment is submitted in advance and a runoff is ultimately not required, the County will issue full reimbursement for the associated cost.

Supporting Documents:

1. HAPEVILLE IGA 2025
2. HAP122025 Invoice

- 11.II. Consideration and Action to Enter into an Agreement with Trees Atlanta to Facilitate the Hapeville Front Yard Tree Program.

Background:

In October 2024, the City Council approved a text amendment to the Tree Ordinance, allowing the City to partner with nonprofit organizations to enhance the tree canopy through yard tree programs funded by the Tree Bank.

The City of Hapeville maintains a Tree Bank to support the protection, planting, maintenance, and regeneration of trees and other forest resources within the City, as well as to fund related educational initiatives. The Tree Bank is funded by contributions from developers, builders, contractors, homeowners, and others as recompense for the permitted or unlawful removal of trees within City limits.

If approved, the proposed agreement would establish a partnership between the City of Hapeville and Trees Atlanta to implement the Hapeville Front Yard Tree Planting Program. This initiative would provide for the planting of up to 40 trees in private front yards across the City between October 1, 2025, and March 31, 2026.

The agreement authorizes the use of up to \$13,000 from the Tree Bank to support the program. An application portal will be launched through Trees Atlanta to allow property owners to apply to receive up to two (2) front yard trees per household.

Supporting Documents:

1. 2025-26 City of Hapeville Front Yard Tree Agreement_TA Signed

- 11.III. Consideration and Action to Surplus Fire & EMS Services Vehicles.

Background:

The fire department has two apparatuses that have surpassed their life expectancy for emergency response. The first is a 1998 Ferrara Fire Engine. Due to brake, wiring, and driveshaft issues, it is not cost-effective for the fire department to continue investing money in repairs. The engine has surpassed the NFPA (National Fire Protection Association) recommendation for removal from service at 25 years by two years. The second is a 2003 Freightliner Ambulance with outdated emergency lighting that no longer functions and

cannot be updated. The interior cab of the ambulance is worn and damaged beyond repair. These defects will cause these apparatuses to fail Region 03 Office of EMS and Trauma inspections to operate as emergency vehicles. These two vehicles are occupying space on the fire department's property while being unused. The fire department is requesting to list these vehicles on Gov Deals to potentially sell them to an agency that may benefit from their remaining use.

- 11.IV. Consideration and Action to Approve the Purchase of an Extractor and Dryer for use by the City's Fire and EMS Department.

Background:

Firefighters are routinely exposed to a wide array of dangerous chemicals, carcinogens, and hazardous materials during emergency responses, particularly structure fires. These toxic substances can become embedded in turnout gear and, without proper cleaning, pose serious long-term health risks, including increased cancer rates among firefighters.

The National Fire Protection Association (NFPA) recognizes this hazard and has established standards, specifically NFPA 1851, which outline the requirements for the care, cleaning, and maintenance of personal protective equipment for structural and proximity firefighting. These standards emphasize that gear must be cleaned using specialized extractors and dryers designed to remove harmful contaminants without degrading the protective properties of the equipment. Currently, our department utilizes a 25-year-old commercial washing machine that is not designed for decontaminating turnout gear and does not meet NFPA standards. Continued reliance on this equipment compromises both firefighter safety and compliance with best practices.

To address this critical need, the fire department is requesting approval from the Mayor and Council to purchase a dedicated turnout gear extractor and dryer. The total cost for this equipment is \$30,674.50. This investment will help protect personnel, extend the life of gear, and ensure the fire department is operating in accordance with national safety standards.

Supporting Documents:

1. FireLine Estimate July 31 2025

- 11.V. Consideration and Action to Approve a change order for Vertical Earth Paving in the amount of \$273,087.49 for the Paving of Rainey Avenue, Myrtle Street, and Gordon Circle.

Background:

The City of Hapeville is under contract with Vertical Earth for paving of three streets (Russell St., Sylvan, and Commerce) in Hapeville as part of the 2024 LMIG project. The City of Hapeville recently received additional LMIG grant funds in April 2025 in the amount of \$98,150.74 for the paving of Rainey Avenue, Myrtle Street, and Gordon Circle. The remaining funding for the paving of these new streets will be expensed from the TSPLOST fund.

Supporting Documents:

1. VE Change Order #2 Additional Work

- 11.VI. Discussion of the Departmental Budgets.

Background:

At the July 15th Council Work Session, as a part of our budget process, City Manager, Tim Young elaborated on the Fulton County Digest, property assessments and how it affects millage determinations for property taxes. Today, we have a summary presentation of General Fund Budget estimates for 2025-2026, the considerations going into those estimates, and opportunities and concerns. Staff expects to have department level presentations at the August 19 Work Session.

Supporting Documents:

1. Tentative Budget Request

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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MAYOR AND COUNCIL REGULAR SESSION

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July 15, 2025 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:00 PM
2. **ROLL CALL:** All members of the Council were present, with the exception of Councilman Alexander, thereby constituting a quorum.
 - ☒ Alan Hallman
 - ☒ Mike Rast
 - ☒ Brett Reichert
 - ☒ Mark Adams
 - ☒ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the July 15th meeting.
4. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited in unison.
5. **INVOCATION:** Given by City Tim Young
6. **PRESENTATIONS:** Reverend Dr. William Bryant
 - 6.I. Proclamation Recognizing and Honoring The William Bryant Blues Band.

Mayor Hallman read a proclamation into the record recognizing and honoring The William Bryant Blues Band for their performance at the City's first Juneteenth event. Dr. Bryant provided remarks and expressed his gratitude to the City and staff for the honor.

7. **PUBLIC HEARING:**
 - 7.I. Consideration and Action to Approve the Alcohol Beverage License Request for ATL Lounge & Restaurant, LLC, located at 856 Virginia Ave, Hapeville, GA 30354.

Staff Comments: City Manager Tim Young stated that two months prior, the same location was brought before Council for an alcohol permit, which failed due to the lack of an affirmative vote. However, he noted that circumstances have since changed—the business is now under different management, a new name, and different ownership, all of which have been properly filed with the state. Given these changes, staff did not find any grounds to prevent the application from moving forward for Council's consideration. He added that there is context to the situation that merits Council's attention and further discussion.

Applicant Comments: Mr. Tory Turner, owner of ATL Lounge and Restaurant, LLC, addressed the governing body, sharing the background of his business acquisition and plans for the establishment. He explained that he purchased the business from Mr. Patel in February for \$100,000, after having known him for over 15 years. Initially, he believed all licenses would transfer as part of the ownership change. However, upon attending a meeting with Mr. Patel,

he discovered that several necessary licenses were not in place, leaving him misinformed about the true status of the business.

Since taking over, Mr. Turner stated that he removed the previous staff and has invested over \$80,000 in renovations, including installing a new air conditioning unit. He noted his longstanding connection to the area and emphasized his intent to bring a high-quality dining experience to the community through a luxury-style restaurant. He concluded by offering to share photos of the renovations and reiterated his commitment to elevating the establishment's offerings.

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

MOTION: Councilman Reichert made a motion to approve the Alcohol Beverage License Request for ATL Lounge & Restaurant, LLC, located at 856 Virginia Ave, Hapeville, GA 30354 with the condition that, within three months of the business opening, the City conduct an audit of the applicant's receipts, a site visit, and a review of the business's social media presence; Alderman Rast provided a second. *Councilman Adams abstained from voting, stating that he was uncertain about what information presented was accurate as of the current day.* **The motion carried with a vote of 2-0.**

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

9. CONSENT AGENDA:

- 9.I. Consideration and Action to Approve the June 17, 2025, Mayor and Council Meeting Minutes.
- 9.II. Consideration and Action to Approve June 17, 2025, Executive Session Meeting Minutes.
- 9.III. Consideration and Action to Approve a Resolution Supporting Amicus Brief in Chang v. Milton Certiorari Appeal. - **Resolution 2025-07**

MOTION: Councilman Reichert motioned to approve the consent agenda; Alderman Rast provided a second. **The motion carried with a vote of 3-0.**

10. OLD BUSINESS: There were no old business items at this meeting.

11. NEW BUSINESS:

- 11.I. Consideration and Action to Approve the Event Request for "Taking the Town Charity Block Party".

MOTION: Alderman Rast motioned to deny the Event Request for "Taking the Town Charity Block Party" but then withdraw his motion.

MOTION: Councilman Reichert made a motion to approve the Event Request for "Taking the Town Charity Block Party" with the condition that the applicant make a substantial effort to notify the surrounding neighborhood near the park—using yard signs, flyers, or similar methods—to ensure residents are not caught by surprise; Councilman Adams provided a second. **The motion carried with a vote of 3-0.**

- 11.II. Consideration and Action to Approve the Event Request for "12th Annual Represent Yourself 5K Walk/Run".

MOTION: Councilman Adams made a motion to approve the Event Request for "12th Annual Represent Yourself 5K Walk/Run"; Alderman Rast provided a second. **The motion carried with a vote of 3-0.**

- 11.III. Consideration and Action to Approve Life Safety and Inspection Vault (L.I.V) Contract.

MOTION: Alderman Rast made a motion to approve Life Safety and Inspection Vault (L.I.V) Contract; Councilman Adams provided a second. **The motion carried with a vote of 3-0.**

- 11.IV. Consideration and Action To Approve a Resolution Calling for the Imposition of a One-Percent Municipal Option Sales Tax within the City of Hapeville to fund Water and Sewer Projects and Costs by Fulton County. - **Resolution 2025-08**

MOTION: Councilman Reichert made a motion to approve a Resolution Calling for the Imposition of a One-Percent Municipal Option Sales Tax within the City of Hapeville to fund Water and Sewer Projects and Costs by Fulton County (**Resolution 2025-08**); Alderman Rast provided a second. **The motion carried with a vote of 3-0**

- 11.V. Consideration and Action on the Appointment of the Community Housing Team to the Georgia Initiative for Community Housing (GICH) Program.

MOTION: Councilman Adams made a motion to approve the appointment of the Community Housing Team to the Georgia Initiative for Community Housing (GICH) Program.; Alderman Rast provided a second. **The motion carried with a vote of 3-0**

AMEND MOTION: Councilman Adams amended the motion to include himself, Councilman Mark Adams, to service on the GICH Board with forementioned selected board members. Alderman Rast provided a second. **The motion carried with a vote of 3-0**

- 11.VI. Consideration and Action to Amend Ordinance updating Chapter 2. Section 2-5-1, Departments Created, and Chapter 4. Section 4.02, Employment Categories. - Second Reading- **Ordinance 2025-09**

MOTION: Councilman Reichert made a motion to approve Amend Ordinance updating Chapter 2. Section 2-5-1, Departments Created, and Chapter 4. Section 4.02, Employment Categories. (**Ordinance 2025-09**); Councilman Adams provided a second. **The motion carried with a vote of 3-0**

- 11.VII. Discussion 2025 Hapeville Digest Estimates.

DICUSSION: City Manager Tim Young presented the 2025 Hapeville Digest Estimate and provided detailed context surrounding the City's property tax digest and its significance in preparing the annual budget. He emphasized that one of the primary reasons for changing the City's fiscal year was to ensure timely receipt of the County's tax digest, which allows for more accurate and informed financial planning. The digest for 2025 reflects a slight decrease in total residential real property values despite a small increase in the number of homes. Specifically, the average appraised value of residential properties dropped by approximately \$3,500—from \$269,000 to \$265,000—suggesting that assessments were reduced, possibly due to appeals or scheduled revaluations.

Mr. Young shared that the preliminary estimate for property tax billing, based on a 96% collection rate and the prior year's millage, is approximately \$7.8 million. When combined with other major revenue sources—such as Local Option Sales Tax (LOST), hotel/motel taxes, and franchise fees—the City's projected revenue totals approximately \$19 million for FY25. He also explained the rollback rate, noting that a higher millage rate does not automatically mean a tax increase if a property's assessed value decreases. He used simplified examples to clarify the often-confusing relationship between assessments, millage rates, and actual tax bills.

Mayor Hallman and the City Manager also referenced the long-term impact of the closure of the Ford plant, which had served as a major industrial taxpayer. Its loss, coupled with the absence of similar large commercial taxpayers, continues to affect the City's financial landscape. They reiterated that Hapeville operates with lean staffing and limited amenities for elected officials, underscoring the importance of balancing service delivery with available revenues. The Council discussed the need to better educate residents on this topic. Mr. Young committed to offering personal explanations and expressed interest in creating online resources or educational sessions. This presentation served as an initial overview, with final digest figures and budget adjustments expected in August.

No action was taken; this stood as the first reading of this item.

12. **CITY MANAGER REPORTS:** City Manager Tim Young provided updates on several matters.
- **Juneteenth Celebration**
 - Expressed appreciation to staff, residents, and participants.
 - Acknowledged Council's support and direction for the inaugural event.
 - Celebrated the success and strong community representation at Hapeville's first Juneteenth.
 - **Upcoming Ribbon Cutting**
 - Ribbon cutting ceremony for Atlanta Postal Credit Union.
 - Scheduled for Tuesday at 10:00 AM at 400 Porsche Drive (South Central side).
 - Open to the public to attend the ceremony; full building tours may not be provided.
 - **Gallery Crawl Event**
 - Thanked Main Street Program for organizing and executing the event.
 - Praised community participation despite extreme heat (95+ degrees).
 - Appreciated contributions from city staff and all attendees.
 - **West Nile Virus Notice**
 - Fulton County detected positive mosquito samples for West Nile Virus in the area.
 - Spraying occurred over the weekend; testing continues weekly until zero detections are reported.
 - Residents are advised to eliminate standing water to prevent mosquito breeding.No current outbreak or cause for alarm, but continued vigilance is recommended.

13. **PUBLIC COMMENTS:**

1. Mona Stephen

14. **MAYOR AND COUNCIL COMMENTS:**

Alderman Rast had no further comments at this time.

Councilman Adams expressed appreciation to everyone who attended and participated in the City's first Juneteenth celebration. He thanked all City staff, specifically acknowledging Sharee and Samantha, for their efforts in organizing the event. He noted that it was a fun-filled and well-attended weekend. Councilman Adams also commended the success of the 5K event, describing it as high energy with great community involvement. He concluded by thanking City staff for their outstanding work and shared his pride in being part of the team.

Councilman Reichert echoed Councilman Adams' sentiments, noting that this has been a "summer of firsts" in Hapeville. He shared that he was genuinely impressed by the Juneteenth celebration, highlighting its quality, flow, and presentation. He thanked Sharee and Samantha for their significant role in organizing the event. He also commended the recent Gallery Crawl, stating it exceeded all expectations with high turnout and great community energy. He described the event's layout and visibility as impressive and humbling, emphasizing the teamwork of city staff, all departments, and residents. Councilman Reichert concluded by connecting these successful events to the broader conversation about the City's millage rate and the importance of continuing to support such meaningful initiatives.

Mayor Hallman concluded the meeting by echoing the sentiments of fellow Councilmembers, praising the success of the Juneteenth celebration and the Gallery Crawl. He noted that despite the weather challenges on Juneteenth, the community turnout was strong, especially with many returning after the storm. He shared his pride in Hapeville's events, particularly when residents from other cities admire and seek to replicate them, such as the butterfly installations. He recounted overhearing a conversation during the Georgia Municipal Association Conference in Savannah where other attendees discussed similar initiatives, affirming Hapeville's role as a creative leader. Mayor Hallman thanked all staff and elected officials who attended the conference, describing it as a valuable learning and benchmarking experience. He closed by expressing how proud he is of the City, its accomplishments, and the outstanding staff who continually elevate Hapeville's profile and community impact.

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).*

MOTION: Councilman Adams made a motion to go into recess; Alderman Rast provided a second. **The motion carried with a vote of 3-0.**

MOTION: Councilman Reichert made a motion to go into executive session at 7:40 PM; Councilman Adams provided a second. **The motion carried with a vote of 3-0.**

MOTION: Councilman Reichert made a motion to convene back into regular session at 7:56 PM, Councilman Adams second. **The motion carried with a vote of 3-0.**

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

MOTION: Alderman Rast motioned to adjourn at 7:57 PM; Councilman Adams provided a second. **The motion carried with a vote of 3-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

BOARD OF EDUCATION

Kimberly Dove, President
Kristin McCabe, Vice President
Katie Gregory • Michelle Morancie, Ph.D.
Lillie Pozatek • Katha Stuart • Franchesca Warren
Mike Looney, Ed.D., Superintendent

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered by and between

Hapeville ES
(School / Facility owned and operated by Fulton County Schools) and
Hoyt Smith Rec. Center, 3444 N. Fulton Ave. Hapeville, GA
(Alternate Site Name and Address)

WHEREAS, the alternate site provider is authorized and empowered to enter into leases and building use agreements;
and

WHEREAS, if a school should need to evacuate students and staff due to an emergency from one of its buildings or grounds, the school district desires to identify a site where students and staff may be housed until they can be released. Since the alternate site provider could act as a temporary shelter, it is reasonable to set up an agreement outlining the terms; and

WHEREAS, the school desires to enter into an agreement for the emergency only use of the building for students and staff; and

WHEREAS, the alternate site provider understands and agrees that after meeting its responsibilities to its primary usage, it will permit the school to use its physical facilities as an emergency shelter in the event of a disaster;
NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. The school shall exercise reasonable care in the use of the alternate facility. Should any supplies be used or damages occur to the physical facility, the Principal should report this information to the Risk Management Department within 24 hours of occurrence.
2. Adequate supervision, as approved by the Principal, will be present.
3. The alternate site provider shall make reasonable efforts to make a building available for emergency shelter use by the school with minimal notice.
4. This agreement shall commence upon the date of execution by both parties. This agreement will remain in force and effect for one year, but may be terminated by either party at any time upon receipt of a thirty day written notice.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this agreement on behalf of the respective parties and state that this agreement has been read and each provision is understood. Implementation of this agreement will be in accordance with the emergency operations plan for Fulton County Schools.

Hapeville ES
(School / Facility)

Tamara Whitaker, AP
(Principal / Building Administrator)

7/10/25
(Date)

(Print Name of Alt Site Owner / Rep)

(Principal/Owner/Manager Signature)

(Date)

Tamara Whitaker
Emergency Contact Name

(678)435-6914
Emergency Contact Cell / Phone Number

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Hapeville, Georgia (“City”), a municipal corporation lying wholly or partially within the County (each a “Party” and collectively the “Parties”).

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

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

WHEREAS, the City desires to contract with the County to conduct the City’s 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

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

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

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

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

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

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City’s request (“City Elections”) shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;
- f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

- g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;
- h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;
- b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;
- d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;
- e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;
- f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.
- h) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

- j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **\$5,571,776.00** to conduct general municipal elections and **\$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **\$0.00** to conduct general municipal elections and **\$11,754.47** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

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

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

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

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

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

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

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia (“Chief Judge”) shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

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

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

ARTICLE 10 - E-VERIFY AND TITLE VI

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

ARTICLE 11 - AUTHORIZATION

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

ARTICLE 12 - TERMINATION AND REMEDIES

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

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

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

If to the City: City Clerk
Attn: Sharee Steed
City of Hapeville
3468 Noarth Fulton Avenue
Hapeville, Georgia 30354

With a copy to: City Attorney
Smith Welch Webb & White, LLC
Attn: Lajuana Ransaw
Post Office Box 10
McDonough, Georgia 30253

ARTICLE 14 - NON-ASSIGNABILITY

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

ARTICLE 15 - ENTIRE AGREEMENT

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

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

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

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

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration
and Elections

[Signatures Continued on Following Page]

CITY OF HAPEVILLE, GEORGIA

_____ (SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Hapeville, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2025.

City Clerk (SEAL)

Fulton County, Georgia agrees to conduct the City of Hapeville's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners (SEAL)

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Elections/2025%20Elections%20Municipal%20IGA/02.24.23%2025%20IGA%20-%20ELECTIONS%20TEMPLATE%20for%20Cities.docx)



Date: 7/1/2025
INVOICE # HAP122025

Item no.	Description	Total
1	Advance to Conduct City of Hapeville Public Service Commission General / Municipal General Runoff Election - December 02, 2025	\$11,754.47
	TOTAL DUE	\$11,754.47
MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE" MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213 PAYMENT DUE: NOVEMBER 18,2025		

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is made and entered into as of _____, by and between the **CITY OF HAPEVILLE, GEORGIA**, a municipality within Fulton County of the State of Georgia ("Hapeville") and **TREES ATLANTA, INC**, a non-profit organization ("Trees Atlanta").

WITNESSETH:

WHEREAS, the City of Hapeville maintains a Tree Bank to be utilized for the protection, planting, maintenance, and regeneration of City trees and other forest resources, and for related educational programs and materials; and

WHEREAS, the Tree Bank is funded by developers, builders, contractors, homeowners and others as a recompense for permitted and illegal removal and destruction of trees within the City; and

WHEREAS, the City desires to spend an amount not to exceed \$13,000.00 of the funds currently in the Tree Bank to plant and care for trees to enhance the City's existing tree canopy; and

WHEREAS, the City of Hapeville City Council finds that it is in the public interest and facilitates and enhances the health, safety and welfare of the citizens of the City of Hapeville to foster and enhance the tree canopy of Hapeville; and

WHEREAS, the City Commissioners further find that Hapeville receives a tangible benefit from the work performed and the product provided by Trees Atlanta pursuant to the Agreement; and

WHEREAS, Trees Atlanta is a non-governmental, non-profit organization, which for 40 years has been committed to the care and replenishment of metro Atlanta's urban forest, which utilizes community volunteers to plant trees, thereby reducing the cost of its services while improving neighborhood involvement and sense of ownership in Hapeville's urban forest; and

WHEREAS, Trees Atlanta has proposed a tree planting campaign in the Hapeville. The City of Hapeville Yard Tree Planting Program contemplates that Trees Atlanta will plant a maximum of 40 trees in private yards within the City of Hapeville between October 1, 2025 and March 31, 2026 (the "Program");

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, the parties hereto do hereby agree as follows:

Scope of Work

1.1 Program

The goal for the Program is to increase the planting of shade trees in private yards to help increase overall tree canopy coverage in Hapeville. Upon the signing of this agreement, Trees Atlanta and Hapeville shall jointly and promptly undertake the marketing of the Yard Tree Program to City residents. Trees Atlanta will manage the processing of tree requests and coordinate with homeowners for the selection, placement and installation of up to two (2) yard trees per home through this program. Each tree planted as part of the Program shall be referred to singularly as a "New Tree" and collectively as "New Trees" hereinafter. Trees Atlanta staff shall be ultimately responsible for tree planting but may utilize supervised volunteer participation at its discretion. Trees Atlanta shall provide the services described in this section, section 2 and as may be described elsewhere in this Agreement ("Services").

- 1.1.1 New Trees planted through this Program will be planted on private property located in Hapeville, with the approval of the private property owners. New Trees may be planted in any location within the yard that Trees Atlanta determines to be appropriate for the species of tree(s) selected by the homeowner. Species selection will be limited to the list approved by City officials and published on the tree request page of Trees Atlanta's website.
- 1.1.2 Trees Atlanta shall be responsible for securing a written or electronically recorded agreement with the private property owner(s) of record, whereby the property owner(s): (1) grants Trees Atlanta a right of entry to plant the New Tree(s); (2) acknowledges that s/he shall be the owner of the New Tree(s) and shall be responsible for maintaining it/them; and (3) agrees to hold Hapeville and Trees Atlanta harmless for any liability attributable to the planting or presence of the New Trees on the private property.
- 1.1.3 Each homeowner may request up to two (2) Trees for his/her property and Trees Atlanta staff will, in its sole discretion, determine if two trees are appropriate for the site based on the lot size and other parcel characteristics.
- 1.1.4 All New Tree(s) shall be planted no later than April 15, 2026.
- 1.1.5 Trees Atlanta shall provide, on an as needed basis only, one pest control treatment and one fertilization treatment for each New Tree planted. All references in this Agreement to maintaining New Trees shall mean that Trees Atlanta shall be obligated to take such action as is reasonably necessary to provide pest control for the New Tree(s). Homeowners receiving a New Tree on their property shall sign an agreement obligating them to water the New Tree during the first two years and they shall notify Trees Atlanta if they notice any adverse conditions of the New Tree during the two-year replacement period as referenced in section 1.1.8.
- 1.1.6 The procurement, planting, and maintenance services provided by Trees Atlanta for

the New Trees shall include selection of the trees, project design, shipping, handling, labor, tools, equipment, and other associated expenses and/or activities associated with selection, planting and maintenance (only as described in 1.1.4 above) of the New Trees.

- 1.1.7 Trees Atlanta shall replace any New Tree planted as a part of the Program that dies during the two-year establishment period, except for trees that die due to vandalism, vehicular accidents, or acts of God. The replacement shall be accomplished at no expense to the City.
- 1.1.8 Where possible, replacement trees shall be the same species as the tree replaced, as long as the species is compatible with the planting location.
- 1.1.9 Trees Atlanta may replace any New Tree planted as part of this Agreement that dies due to vandalism, vehicular accidents, or acts of God, provided that any such replacement trees shall be counted toward the total number of New Trees to be planted pursuant to section 1.1 above, and not as a replacement pursuant to section 1.1.8 above. Replacement of trees under this section shall only be executed with prior City approval.
- 1.1.10 Pursuant to specifications of the Department of Planning and Community Development, Trees Atlanta shall keep a record of its plantings and care of all New Trees pursuant to section 1.1 above and shall provide this information to the City. The City shall have access to Trees Atlanta's tree planting records and tree inventory system upon request. Trees Atlanta shall utilize i-Tree to calculate details related to the environmental benefits of the New Trees at maturation upon request.

Terms of Providing Services

2.1 Standards for Selecting the Types of Trees to be Procured

When determining which New Tree(s) shall be planted in which locations, Trees Atlanta shall abide by the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual" including, but not limited to, the following: (1) only healthy trees with a well-developed root system and a well-formed top characteristic of the species shall be planted; (2) trees selected for planting shall be compatible with the specific site conditions and shall be overstory trees as shown in the Hapeville Tree Protection Ordinance, or other closely similar species as agreed to between Trees Atlanta and the Director of Planning and Community Development from the Planning and Community Development Department; (3) Trees Atlanta shall consider the ability of a species to regenerate a new root system and to become re-established; and (4) deciduous and evergreen trees shall be planted in October, November, December, January, February or March.

2.2 Quality Standards for New Trees to be Procured

- 2.2.1 New Tree(s) will be free from injury, pests, disease, or nutritional disorders at the time that they are procured and planted by Trees Atlanta.
- 2.2.2 New Tree(s) will be of good vigor at the time that they are procured and planted by Trees Atlanta. Though the determination of vigor is subjective and depends upon the species of the tree, in general, Trees Atlanta shall procure New Trees that meet the following criteria:
 - 2.2.2.1 The New Tree(s)' foliage should have a green or dark green color, large leaves and dense foliage in accordance with its species.
 - 2.2.2.2 The New Tree(s) should have new branches, and the shoot growth should be at least 1 foot per year. At least one half of the branches should arise from points on the lower two thirds of a trunk.
 - 2.2.2.3 Bark texture and appearance on the trunk and branches of the New Trees should be smooth or shiny, as appropriate to the species.
 - 2.2.2.4 New Tree(s) should be tapered, with an increase in diameter and a decrease in height. Trees Atlanta should not procure New Trees with reverse tapers or no taper.
 - 2.2.2.5 The roots of the young New Tree(s) should be light in color.
- 2.2.3 New Tree(s) will be free of root defects at the time that they are procured and planted by Trees Atlanta, including but not limited to: (a) kinked roots, in which taproots, major branch roots, or both are bent more than 90 degrees with less than 20 percent of the root system originating above the kink; or (b) circling or girdling roots that circle 80 percent or more of the root system by 360 degrees or more.

2.3 Procedures for Planting New Trees

- 2.3.1 Trees Atlanta will ensure that, when New Tree(s) are planted, the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual", are followed, including, but not limited to, the following:
 - 2.3.1.1 Planting holes will be no less than one foot wider than the root ball or the container of the New Tree(s) being planted. Trees Atlanta will, if possible, create a planting hole three times the width of the root ball of the New Tree(s).
 - 2.3.1.2 New Trees will not be planted deeper than their placement in their former location or container.
 - 2.3.1.3 Spade compacted bottom and sides of the planting hole for the New Trees will be roughed or scarified to allow the penetration of the New Trees' developing roots.
 - 2.3.1.4 Planting holes of the New Trees will have good water drainage from the bottom.
 - 2.3.1.5 Once a New Tree is set in a planting hole, the planting hole will be backfilled with soil of good texture and structure. A backfill with native

soil alone is adequate.

2.3.1.6 Trees Atlanta will not add fertilizer to the backfill soil unless deemed necessary for the survival of the New Trees. If fertilizer must be added, a low rate will be used. Approximately 1.5 pounds of nitrogen per cubic yard of backfill will be utilized for bare root plants.

2.3.1.7 After placing the backfill soil in the planting hole, the soil will be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole will be formed to facilitate watering.

2.3.1.8 The backfill soil will be gently tamped, but not compacted, and soaked for settling.

2.4 Post-Planting Procedures for New Trees

2.4.1 Homeowner accepts responsibility for maintaining the New Tree after planting is complete. Trees Atlanta will provide each homeowner with tree care instructions that include watering volume and frequency, mulching, weeding and pruning.

2.4.2 Homeowner may contact Trees Atlanta with any questions related to tree care and Trees Atlanta may, at its discretion, perform a site visit at the request of the homeowner.

2.4.3 Homeowner shall contact Trees Atlanta if the New Tree shows any signs of poor health such that Trees Atlanta may consider corrective action to improve tree health.

2.4.4 If and when Trees Atlanta conducts a site visit, it will evaluate trees for health issues and provide instructions to the homeowner regarding methods to improve tree care and tree health. Should Trees Atlanta identify a nutrient or pest issue, it will apply the appropriate treatment in an effort to return the New Tree to health pursuant to section 1.1.4 above.

2.4.5 If Trees Atlanta is unable to return the New Tree to health, it will replace the New Tree during the following planting season, pursuant to the limitations outlined in section 1.1.6 above.

2.5 Services Summary

In addition to the Services described in section 1.1 and elsewhere in this Agreement, the parties agree as follows:

2.5.1 The Yard Tree Program described in this Agreement will be available to all City residents with property appropriate for planting. Further, Trees Atlanta may, in consultation with the City, group the planting date(s) for specific tree requests based on planting location in order to improve the efficiency of planting operations.

2.5.2 The City will promote the Program to its eligible residents.

2.5.3 The designated Hapeville representative from the Planning and

Economic Development Department and Trees Atlanta will identify a limited tree species list from which participating residents will be allowed to choose in consultation with Trees Atlanta.

- 2.5.4 Trees Atlanta will create an online portal specific to City residents. The portal will enable residents to request trees through the Program. The portal will collect an electronic signature from the homeowner(s) signifying his/her agreement with the disclosures outlined in Section 1.1.2.

Payments; Documentation

3.1 Payments

The cost of the Program shall not exceed \$13,000 and will be based solely on the number of trees that Trees Atlanta plants between October 1, 2025 and March 31, 2026 at a cost of \$325 per 15-gallon tree.

Trees Atlanta's preferred payment method is ACH or automated clearinghouse; a City-issued check is also an accepted form of payment.

After Trees Atlanta has furnished the City with tree location, planting date and species information for each tree planted under this program, it shall submit a single request for payment, expected to be on or around April 1, 2026. The City retains the right to audit the trees planted under this program prior to remitting payment to ensure proper placement and planting and the City will attempt to complete such an audit by or before April 30, 2026 in order to provide Trees Atlanta timely payment for its services.

3.2 Documentation

Trees Atlanta will send a Program progress report to the City upon request, with such report detailing trees requested and trees planted through the program (no trees will be planted before October 1, 2025). By April 15, 2026, Trees Atlanta shall provide a complete report on trees requested and trees planted, including homeowner name and address, the status of each request and the tree planted date and species, where applicable.

Liability; Indemnity and Insurance

4.1 City's Liabilities

The City shall not in any way be liable or responsible for any loss, damage or expense that Trees Atlanta may sustain or incur in its performance of the work provided for in this Agreement, unless and only to the extent that said loss, damage or expense is caused by the City's gross negligence, intentional misconduct, or breach of this Agreement.

4.2 Indemnification and Hold Harmless by Trees Atlanta

4.2.1 Indemnification by Trees Atlanta

Trees Atlanta agrees to indemnify, defend, and hold harmless the City of Hapeville ("City") and the City's officers, agents, employees, and elected officials in their capacities as such (collectively with the City, the "Indemnified Persons") from and against any and all claims, demands, suits, actions, causes of action, damages, liabilities, losses, judgments, and reasonable legal expenses and fees of every kind and character (collectively, the "Claims") that arise directly from Trees Atlanta's performance of its services under this Agreement, but only if and to the extent that such Claims are the direct and proximate result of the negligence of Trees Atlanta in its performance of services hereunder; provided, however, that, if a contractor or subcontractor is retained by Trees Atlanta to perform services under or in connection with this Agreement and has executed an agreement with Trees Atlanta or the City in accordance with Section 4.2.2 hereof and any Claims are suffered by an Indemnified Person as a result (in whole or in part) of the negligence of such contractor or subcontractor (including, without limitation, the negligence of any such contractor's or subcontractor's officers, employees, agents, or other persons acting at the direction or under the supervision or control of such contractor or subcontractor), then the indemnification undertakings of the contractor or subcontractor, as applicable, in favor of the Indemnified Persons shall exclusively apply and the foregoing indemnity from Trees Atlanta shall be inapplicable and unenforceable (the "Contractor/Subcontractor Exclusion"). Notwithstanding anything to the contrary contained in this Agreement, Trees Atlanta shall have no duty to remediate, or to indemnify any Indemnified Person with respect to, any Claim arising from, any potentially dangerous, hazardous, or otherwise unsafe condition unless (a) such condition was caused by the sole negligence of Trees Atlanta in connection with its performance of the services hereunder ***[for under a specific agreement]*** and (b) Trees Atlanta was directed in writing by the City, during the term of this Agreement, to remediate such condition, which writing shall describe the nature and specific location of the condition to be remediated and the asserted negligence of Trees Atlanta that caused such condition to exist; provided, however, that in no event shall Trees Atlanta be deemed to be negligent in its performance of any services pursuant to a request, direction, or instruction of any officer, agent, or employee of the City. Trees Atlanta's agreement to indemnify and hold harmless the Indemnified Persons as set forth hereinabove shall be limited by

the policy terms, including coverage amounts and limitations, of any insurance obtained by Trees Atlanta, provided that such terms and coverage limitations are consistent with the terms set forth in Section 4.3 of this Agreement.

Exclusions from Indemnity: Trees Atlanta's aforesaid indemnity and hold harmless agreement (and the indemnity that Trees Atlanta is obligated by Section 4.2.2 to obtain from its contractors and subcontractors) shall not apply and shall not be enforceable with respect to: (i) any Claims suffered or incurred by any Indemnified Person that is caused, in whole or in part, by such Indemnified Person's negligence; or (ii) any Claim resulting from the act or omission of any person who, at the time of such act or omission, was not an officer, authorized agent, or employee of Trees Atlanta unless such person is acting directly under the supervision, oversight, and control of Trees Atlanta in connection with its provision of services under this Agreement, subject in all events to the provisions in Section 4.2.1 with respect to the Contractor/Subcontractor Exclusion.

4.2.2 Indemnification by Trees Atlanta's Contractors/Subcontractors

Trees Atlanta shall require each of its contractors and subcontractors performing any work pursuant to or otherwise related to this Agreement to execute an agreement with Trees Atlanta (or directly with the City) that includes an indemnification provision in form and scope substantially as set forth above and in favor of the Indemnified Persons, with the exception that the name of the applicable contractor or subcontractor shall replace "Trees Atlanta" as the party providing the indemnity in favor of the Indemnified Persons; and any agreement between Trees Atlanta and any such contractor or subcontractor shall make clear that each Indemnified Person is a third-party beneficiary of such indemnification and hold harmless agreement. The Contractors/Subcontractors agree to hold the City harmless from any and all claims of every kind and character.

4.3 Insurance Requirements. Prior to beginning any work on the Program and at all times that this Agreement is in force, Trees Atlanta shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

4.3.1 Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$500,000 per accident for bodily injury or disease.

4.3.2 Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury,

bodily injury, and property damage. Commercial General Liability Insurance will be written on an "occurrence" form.

- 4.3.3 Automobile Liability Insurance with limits of liability of not less than \$500,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
- 4.3.4 Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
- 4.3.5 Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance will remain in effect until final payment is made and the Program is accepted by the City. If Trees Atlanta receives notice of non-renewal or material adverse change of any of the required coverages, Trees Atlanta shall promptly advise the City in writing. Failure of Trees Atlanta to promptly notify the City on non-renewal or material adverse change of any of the required coverages shall be deemed a breach of this Agreement. The insurance policies will contain or be endorsed to contain, the following provisions:
 - 4.3.5.1 A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
 - 4.3.5.2 Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
 - 4.3.5.3 Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies will include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City. Certificates of Insurance showing that such coverage is in force shall be filed under this Agreement by the Contractor to the City.

Certificate Holder should read:

City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354

Trees Atlanta shall require the same “Insurance Requirements” of/from all sub-contractors who will be working in the Hapeville “tree planting campaign”. Contractors and Sub-contractors of Trees Atlanta shall agree and acknowledge that they are not employees of the City and are not entitled to insurance coverage or any other fringe benefit offered by the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Non-Discrimination

- 5.1 By execution of this Agreement, Trees Atlanta certifies that, during the term of this Agreement, it shall be bound by and comply with the following statement:

"We the supplier of goods, materials, equipment or services covered by this Agreement shall not discriminate against any volunteer, employee, or applicant for volunteerism or employment, because of the race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, genetic information, political affiliation, military or veteran status, or any other status or classification protected by applicable federal, state and local laws."

As used herein, the words “shall not discriminate” shall mean and include, without limitation, the following:

selection, hiring, placement, assignment, promotion, performance review, discipline, termination, reduction-in-force, layoff, recall, transfer, leave of absence, compensation, and training.

Trees Atlanta shall post in conspicuous places, available to employees and applicants for employment the provisions of the non-discrimination statement above, and the other provisions set forth in this section 5 of this Agreement.

- 5.2 Trees Atlanta shall, in all solicitation or advertisement of employees or volunteers placed by or on behalf of Trees Atlanta, state that all qualified applicants will receive consideration for the employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, genetic information, political affiliation, military or veteran status, or any other status or classification protected by applicable federal, state and local laws.
- 5.3 Trees Atlanta will take such lawful action with respect to any contractor or subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance; provided, however, that in the event Trees Atlanta becomes involved in or is threatened with litigation as a result of such direction by the

City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City.

- 5.4 Trees Atlanta shall include the provisions of section 5 of this Agreement in every contract and subcontract so that such provisions will be binding upon each contractor and subcontractor.
- 5.5 The refusal by Trees Atlanta or any of its contractors or subcontractors to comply with the non-discrimination section of this Agreement, after notice of default and a reasonable opportunity to cure, may subject the offending party to cancellation of the Agreement or contract or subcontract, as applicable.

Term of this Agreement

This Agreement shall be effective upon the date first above written. The term of this Agreement shall be deemed to have commenced on the date hereof, and shall continue until December 31, 2026 ("Term"), or the date on which Trees Atlanta has rendered all services required under this agreement (including any necessary tree replacements) and all fees and reimbursable expenses are paid to Trees Atlanta in full by the City, in an amount not to exceed \$13,000 in accordance with the terms and conditions of this Agreement. The terms of this agreement may not be amended unless said amendment is in writing and signed by the appropriate representatives of Trees Atlanta and the City of Hapeville.

Termination of this Agreement

- 6.1 Termination for Default. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a written notice from the other party specifying such default. "Default" shall mean:
 - 6.1.1 If Trees Atlanta fails to perform or observe any of its duties or obligations under the terms of this Agreement.
 - 6.1.2 If the City or Trees Atlanta shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.
- 6.2 Termination for Convenience. Notwithstanding the above, either party to this agreement may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the other party, elect to terminate the Agreement by delivering to the either party, at the address listed below, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the terminating party at least thirty (30) days prior to the effective date of termination. If this agreement is terminated by the City, the termination will not affect any rights or remedies of the City

then existing or which may thereafter accrue against Trees Atlanta. Neither party shall be entitled to recover lost profits, special, consequential, or punitive damages, attorney's fees or costs from the other party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this section shall survive termination or expiration of this Agreement.

- 6.3 Compensation upon Termination. If this Agreement is terminated prior to the last day of the Term, Trees Atlanta shall be exclusively limited to receiving only compensation and expense reimbursement for the work performed under the Program and appropriately documented to and including the effective date of termination specified in the written termination notice.
- 6.4 Termination of Services and Return of Property. Upon the expiration or earlier termination of this Agreement, Trees Atlanta shall immediately terminate its services and shall deliver promptly to the City all City-owned property relating to this agreement.
- 6.5 Standard of Performance and Compliance with Applicable Laws. Trees Atlanta warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Program and the obligations imposed by this Agreement. Trees Atlanta agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the work required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit A, in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit B, and in the Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit C, and agrees to execute and provide such certifications to the City, which are incorporated into and made a part of this Agreement.

Trees Atlanta will, at all times, observe and comply in all material respects with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Trees Atlanta hereunder or which in any manner affect this Agreement.

Conflicts of Interest

- 7.1 Trees Atlanta warrants and represents that:
- 7.1.1 The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- 7.1.2 Trees Atlanta is not presently subject to any agreement with any other party that will prevent Trees Atlanta from performing in accordance with this Agreement;

7.1.3 Trees Atlanta is not subject to any statute, regulation, ordinance or rule that will materially and adversely affect its ability to perform on a timely basis its obligations under this Agreement;

7.1.4 Trees Atlanta shall be free to accept other work during the term hereof provided that such other work does not interfere with the timely provision of Services hereunder.

Assignment / Delegation

Trees Atlanta shall not assign this Agreement, or the rights created herein or delegate any of its duties hereunder (except to contractors and subcontractors whose contract indemnities are approved pursuant to Section 4.2 hereof) without the prior express written consent of the City. Any attempted assignment or delegation by Trees Atlanta without the prior express written approval of Hapeville may, at the City's sole option, result in the termination of this Agreement without any notice to Trees Atlanta of such termination.

Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Hapeville:

Adrienne Senter
Planning & Economic Development Director
City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354

If to Trees Atlanta:

Greg Levine
Executive Director
825 Warner St. SW, Suite A
Atlanta, GA 30310

With copies to:

Michael Vinciguerra
Business Dev Director
825 Warner St. SW, Suite A
Atlanta, GA 30310

Governing Law and Consent to Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in City of Hapeville, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia, notwithstanding any other provision of Georgia law, including any right to be sued in the county of the headquarters of any party.

Waiver of Breach

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

Disputes

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving at least fourteen (14) calendar days' written notice to the party against whom such action is to be commenced, of the claim and the intent to initiate a civil action.

Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes and replaces any and all prior and contemporaneous discussions, representations, understandings and agreements, whether oral or written regarding the same subject matter.

Counterparts

This Agreement may be executed in multiple counterparts and such counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF HAPEVILLE, GEORGIA

By: _____
Alan, Hallman, Mayor

Date of Execution

ATTEST:

By: _____
Sharee Steed, City Clerk

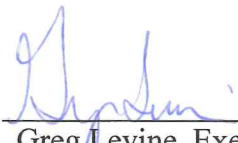
Approved as to Form:

By: _____
Lajuana Ransaw, City Attorney

(SEAL)

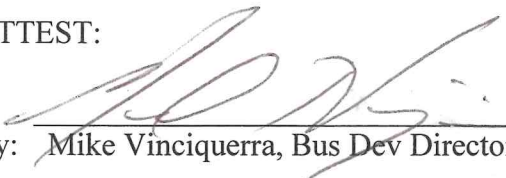
(SIGNATURES CONTINUED ON FOLLOWING PAGE)

TREES ATLANTA, INC.


By: Greg Levine, Executive Director

7-29-05
Date of Execution

ATTEST:


By: Mike Vinciguerra, Bus Dev Director

(SEAL)


Witness

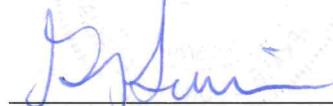
EXHIBIT A

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Trees Atlanta, Inc. ("Contractor"), whose address is 825 Warner St. SW, Suite A, Atlanta, GA 30307, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, Greg Levine certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

Contractor:



Greg Levine, Executive Director

EXHIBIT B

AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Hapeville, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. §50-36-1, I, Greg Levine, hereby state the following with respect to my application for a City of Hapeville license/permit and/or contract for Trees Atlanta, Inc.:

1. X I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

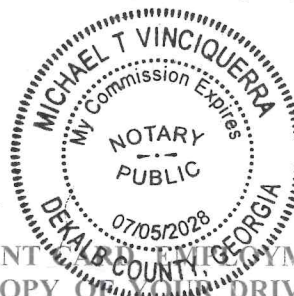
Signature of Applicant: _____

Date: _____

Printed Name: _____

Greg Levine

*Alien Registration number for non-citizens: _____



****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 29 day of July, 2025.

Notary Public: _____

My Commission Expires: _____

7-5-28

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT C

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Hapeville has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

495 904
Federal Work Authorization User Identification Number

06/01/2013
Date of Authorization

Trees Atlanta, Inc.
Name of Contractor

2025-26 Hapeville Front Yard Tree Planting Program
Name of Program

N/A
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

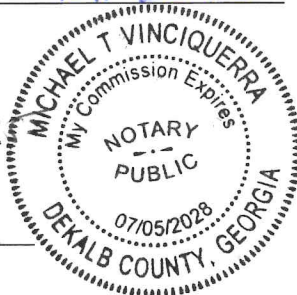
Executed on July 27 in Atlanta (city), GA (state).

Greg Levine
Greg Levine / Executive Director

SUBSCRIBED AND SWORN BEFORE ME
THIS THE 28 DAY OF July 2022

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-5-28





FireLine
INC.

CUSTOMER QUOTE

725 Patrick Industrial Lane - Winder, GA. 30680
770-868-4448

DATE	QUOTE #
7/31/2025	363052

BILLING ADDRESS
Hapeville Fire Dept. P.O. Box 82311 Hapeville, Ga. 30354

SHIPPING ADDRESS
Hapeville Fire Dept. ATTN: Andrick Getz 3468 North Fulton Ave. Hapeville, GA 30354

Follow us on Facebook & Instagram
Visit our website at www.firelineinc.com

TERMS	REP	FOB
Net 30	BPM	FACTORY

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
CACHMHD-70	CIRCUL-AIR "HD INDUSTRIAL SERIES" HARD MOUNT EXTRACTOR - 70 LB CAPACITY / 14 PIECES OF GEAR - PLATINUM (Unit Includes Extended Spin Cycle, Wiring Harness For 120V Power, SEKO 2 Dosing Pump & (1) Gallon of Citro Squeeze Sample, Meets NFPA 1851 + 2/5 Year Warranty) 2-25	1	20,776.00	20,776.00
CRT-100	CIRCUL-AIR "EXTRACTOR" CRATING & PALLET FEE 2-25	1	110.00	110.00
FRT. TBD	IF QUOTE INCLUDES A SHIPPING CHARGE ON THIS LINE, IT IS AN "ESTIMATED" SHIPPING CHARGE ONLY. *** ACTUAL FREIGHT / SHIPPING CHARGES / CRATE / PALLET CHARGES / DELIVERY FEES WILL BE ADDED AT FINAL INVOICE.	1	0.00	0.00
PORT-4	CIRCUL-AIR 4 PIECE EXPRESS PORTABLE PPE DRYER W/ (4) HEAVY DUTY 5" CASTOR WHEELS (2-FIXED & 2-SWIVEL/LOCKING) AND 120V POWER 2-25	1	9,651.00	9,651.00
CRT-125	CIRCUL-AIR "DRYER / HOSE WASHER" CRATING & PALLET FEE 2-25	1	137.50	137.50
FRT. TBD	IF QUOTE INCLUDES A SHIPPING CHARGE ON THIS LINE, IT IS AN "ESTIMATED" SHIPPING CHARGE ONLY. *** ACTUAL FREIGHT / SHIPPING CHARGES / CRATE / PALLET CHARGES / DELIVERY FEES WILL BE ADDED AT FINAL INVOICE.	1	0.00	0.00

Due To Supply Chain Disruptions and Inflating Costs, Quotes Are Only Valid For 10 Days.
This May Be Extended Per FIRELINE, INC. Approval. SURCHARGES MAY APPLY...

30 DAY RETURN CONDITIONS: FireLine, Inc. will make final determination on return authorization. Electrical, hydraulic, special order, and fabricated parts are nonreturnable. Any parts that are returned to FireLine, Inc. without prior authorization or does not meet stated return requirements will be scrapped without notification and credit denied.

SUBTOTAL	\$30,674.50
SALES TAX (0.0%)	\$0.00
TOTAL	\$30,674.50



Vertical Earth, Inc.
6025 Matt Highway Cumming, GA 30028
Office: (770) 888-2224

TO: City of Hapeville Address: 3468 N. Fulton Avenue Hapeville, GA 30354			Contact: Adam Shelton Phone: 678-417-4025 Fax:			
Project Name: 2024 LMIG Paving Project, Hapeville, Georgia Project Location:			Title: Additional Work Date: 7/18/2025			
Scope of Work: Milling and repaving Myrtle Street, Gordon Circle, and Rainey Avenue						
Item #		Description	Est. Qty.	Unit Measure	Unit Price	Total
1		TRAFFIC CONTROL	1	LS	\$54,372.85	\$54,372.85
2		MILLING	13176	SY	\$3.22	\$42,426.72
3		RECYCLED ASPH. CONC. 12.5 MM SUPERPAVE, TP II, GP 2 ONLY, INCL. BITUM MATL & H LIME	1087	TON	\$146.66	\$159,419.42
4		THERMO. SOLID TRAF. STRIPE, 24 IN WHITE	88	LF	\$27.50	\$2,420.00
5		THERMO PVMT MARKING SYMBOL SHARED ROAD	4	EA	\$825.00	\$3,300.00
6		THERMOPLASTIC PAVEMENT MARKING, SPEED HUMP	2	EA	\$1,045.00	\$2,090.00
7		THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	4950	LF	\$1.10	\$5,445.00
8		THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	1095	LF	\$3.30	\$3,613.50
TIME EXTENSION			45 DAYS			
				Total: \$273,087.49		

ACCEPTED:
The above price, specifications, and conditions are satisfactory and hereby accepted.

Buyer: _____
Signature: _____
Date of Acceptance: _____

Confirmed:
Vertical Earth, Inc

Authorized Signature: _____

Kyle Hamilton
Project Manager

Notes:
** All work to be done in 1 mobilization
** Price includes milling and paving 1.5" thick with 12.5MM
** Price include Striping on final surface based on provided plans through email and existing conditions

CITY OF HAPEVILLE
FY2025-2026 TENTATIVE PROPOSED BASELINE BUDGET REQUESTS - SUMMARY AND DETAIL - GF ONLY

TENTATIVE BUDGET REQUESTS	FY 2024-25	FY 2025-26
	Current Approved Budget	Tentative Proposed Budget Requests
	As of Date:	
100 GENERAL FUND - REVENUE SUM		
DESCRIPTION		
TAXES	16,238,553	15,529,046
LICENSES AND PERMITS	1,079,650	926,450
INTERGOVERNMENTAL REV	8,000	13,600
CHARGES FOR SERVICES	545,649	576,079
FINES AND FORFEITURES	395,000	460,000
INVESTMENT INCOME	100	100
CONTRIBUTIONS	27,500	25,500
MISC REVENUE	65,000	55,000
OTHER FINANCING SOURCES	1,718,781	1,842,500
TOTAL REVENUES	20,078,233	19,428,275
100 GENERAL FUND - EXPENDITURE SUMMARY		
DEPARTMENTS		
1110 - CITY COUNCIL	56,887	51,988
1310 - MAYOR	28,043	23,500
1320 - CITY MANAGER	944,479	961,842
1330 - CITY CLERK	254,319	241,190
1400 - ELECTIONS	70	12,100
1510 - FINANCE & ACCOUNTING	551,662	498,366
1515 - CUSTOMER FINANCIAL SERVICES	526,958	470,887
1530 - LEGAL SERVICES	160,000	180,000
1540 - HUMAN RESOURCES	650,040	605,692
1565 - INFORMATION TECHNOLOGY	481,500	480,500
2650 - MUNICIPAL COURT	418,054	454,164
3210 - POLICE ADMINISTRATION	5,149,271	5,367,257
3510 - FIRE ADMINISTRATION	4,758,955	4,763,978
4100 - PUBLIC WORKS ADMINISTRATION	2,175,191	1,951,130
4210 - HIGHWAY AND STREETS	1,237,748	1,196,072
6120 - PARTICIPANT RECREATION	1,041,303	1,153,056
7400 - PLANNING & ZONING	105,475	95,000
7450 - CODE ENFORCEMENT	234,743	296,845
7520 - ECONOMIC DEVELOPMENT	573,038	547,822
7550 - MAIN STREET	82,800	82,000
9100 - OTHER FINANCING USES/TRANSFERS	647,697	135,409
TOTAL EXPENDITURES:	20,078,233	19,568,797
REVENUE OVER/(UNDER) EXPENDITURES	0	(140,522)