



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

CHASE STELL
COUNCILMAN WARD II

MAYOR AND COUNCIL WORK SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at <https://hapeville.org/562/Agendas-and-Minutes>

April 21, 2026 6:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Alan Hallman
Mike Rast
Brett Reichert
Mark Adams
Chase Stell

3. WELCOME:

4. PRESENTATIONS:

- 4.I. **Georgia Association of Chiefs of Police Certification Presentation-** Presented by Guest Speaker Chief Bruce Carlisle, Toccoa Police Department.
- 4.II. **Announcement of Promotion:** Deputy Police Chief Justin McGinnis - Presented by Chief Bruce Hedley
- 4.III. Proclamation Recognizing the Month of April as Safe Digging Month.

Supporting Document(s):

- 1. GDOT Proclamation
- 4.IV. Mauldin & Jenkins, September 30, 2025, Audit Results.

Supporting Document(s):

- 1. Council Presentation

5. PUBLIC HEARING:

6. 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.

7. CONSENT AGENDA:

- 7.I. Consideration and Action to Approve April 7, 2026, Mayor and Council Meeting Minutes.

Supporting Document(s):

- 1. Drafted Minutes 04072026

8. OLD BUSINESS:

9. NEW BUSINESS:

9.I. Consideration and Action on Financing Bank and Financing Terms for Financing Vehicles / Equipment for the Fire, Police, and Code Enforcement Departments.

Background:

Finance staff submitted separate RFPs to four (4) banks (Regions Equipment Finance Corporation, Truist Financial Corporation/GMA, Magnolia Bank/GMA, and Cadence Bank – Now Huntington Bank) to finance vehicles and equipment in the total amount of \$475,821.10. The makeup of the financing request is as follows:

- The Fire Department previously requested the purchase of one (1) new Battalion Chief vehicle, including outfitting and Air-Pak Equipment, with an estimated cost of \$130,000.00 and \$80,000.00, respectively. These items were included in the adopted budget for FY25-26. After additional communication with Chief Nicholas Condrey, we received updated cost estimates from Fastlane Emergency Vehicles and MES (Municipal Emergency Services) for the Air-Pak equipment in the amount of \$133,455.51 and \$80,783.28, respectively. These items are expected to be delivered on or before September 30, 2026.
- The Police Department previously requested the purchase of three (3) vehicles with an estimated total cost of \$240,000.00. These vehicles were approved for purchase and included in the adopted budget for FY25-26. After additional communication with Chief Bruce Hedley and staff, these vehicles have already been delivered by vendor Allan Vigil Ford with updated costs of \$57,346.70, \$57,541.59 and \$50,500.00, respectively. These vehicles are in the process of being outfitted at an estimated of \$8,370.57 each.
- Code Enforcement Department also previously requested the purchase of two (2) vehicles with an estimated total cost of \$100,000.00. These vehicles were approved for purchase and included in the adopted budget for FY25-26. After additional communication with Chief Bruce Hedley and staff, these vehicles have already been delivered by vendor Allan Vigil Ford with updated costs of \$40,844.40, and \$30,239.40, respectively.

Finance received responses from two banks. After reviewing the proposals, staff recommend Regions Equipment Finance Corporation for financing for 48 months at an interest rate of 3.98% with payments made semiannually.

Supporting Document(s):

1. Bank Financing Term Sheet Comparison Sum - Fire - Police Code Enforcement Departments-(FY-25-26) - Exhibit A
2. Bank Financing Term Sheet - (FY25-26) - Regions Equipment Finance Corporation - Exhibit B
3. Bank Financing Term Sheet - (FY25-26) - Magnolia Bank - Exhibit C
4. Updated Quote FastLane Emergency Vehicles - (FY25-26) - Fire Department - Battalion Vehicle- Exhibit D
5. Updated Equipment Quote - MES (Municipal Emergency Services) - Air-Paks)-(FY25-26)-Fire Department-Exhibit E
6. Invoice - Allan Vigil Ford - 3 Vehicles - (FY25-26) - Police Department - Exhibit F
7. Invoices - Allan Vigil Ford - 2 Vehicles - (FY25-26) - Code Enforcement Department - Exhibit G

9.II. Consideration and Action to approve an agreement between Fulton County and the City of Hapeville in the amount of \$120,000 for CDBG grant funds.

Background:

The City of Hapeville was recently awarded \$120,000 in CDBG grant funds for park improvements at the John Lewis Memorial Park. These grant funds will be used to obtain two new hill slides and new sensory playground equipment at the park.

Supporting Document(s):

1. City of Hapeville- CDBG Contract GY2025

10. CITY MANAGER REPORTS:

11. 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.

12. MAYOR AND COUNCIL COMMENTS:

13. 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).*

14. 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.



**PROCLAMATION HONORING AND RECOGNIZING
GEORGIA DEPARTMENT OF TRANSPORTATION
HAPEVILLE SAFE DIGGING MONTH**

WHEREAS: Thousands of times each year, underground infrastructure across Georgia is damaged by individuals who fail to have utility lines properly located prior to digging, resulting in service interruptions, environmental damage, and serious threats to public safety; and

WHEREAS: The tragic Hapeville Daycare Explosion of May 1968, caused by a natural gas leak resulting from damage to underground infrastructure, led to devastating loss of life and remains one of the most significant incidents underscoring the dangers of unsafe excavation practices; and

WHEREAS: In response to incidents such as this and others across the nation, increased awareness, stronger safety measures, and coordinated systems were developed to prevent future tragedies and protect communities; and

WHEREAS: To further these efforts, the Federal Communications Commission established the nationwide 811 system in 2005, providing a simple, free, and effective way for contractors and homeowners to request the location of underground utility lines before beginning any excavation; and

WHEREAS: Since its development, 811 has become an essential tool in protecting vital infrastructure, preventing costly damages, and promoting public safety through increased awareness and responsible digging practices; and

WHEREAS: The South Fulton Utility Coordinating Committee, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in Georgia, actively promotes the National 811 Notification System and Georgia 811 in an effort to reduce risks and ensure safe excavation practices; and

WHEREAS: Damage prevention is a shared responsibility, and by utilizing safe digging practices and contacting 811 before digging, contractors and homeowners in Hapeville can save time, reduce costs, and help maintain safe, reliable, and connected infrastructure throughout the community;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Alan Hallman, Mayor of the City of Hapeville, on behalf of the Hapeville City Council, do hereby proclaim the month of April 2026 as **SAFE DIGGING MONTH** in the City of Hapeville, and encourage all residents, contractors, and stakeholders throughout our community and South Fulton County to always contact 811 before digging, recognizing that safe digging is no accident.

By: _____
Alan Hallman, Mayor

Attest: _____
Sharee N. Steed, City Clerk



Hapeville

georgia



Presentation of Audit Results

September 30, 2025



Agenda

- Engagement Team
- Overview of:
 - Audit Opinion
 - Compliance Report
 - Audit Scopes and Procedures
- Required Communications
- Financial Trends
- Accounting Recommendations and Related Matters
- Answer Questions

MAULDIN & JENKINS BY THE NUMBERS



CONSISTENTLY RANKED AS A TOP ACCOUNTING FIRM IN THE U.S.

100+ year
HISTORY
OF QUALITY SERVICE

Serve 725+
GOVERNMENT CLIENTS

GOVERNMENTAL PARTNERS & DIRECTORS **43**



750+ EXPERIENCED PROFESSIONALS FIRMWIDE

PARTNERS & DIRECTORS **120+**



440+

SINGLE AUDITS PERFORMED LAST YEAR COVERING OVER \$7 BILLION OF FEDERAL GRANTS



166,000+

HOURS ANNUALLY PROVIDED TO GOVERNMENTAL CLIENTS

180+

CURRENT CLIENTS AWARDED THE GFOA CERTIFICATE OF EXCELLENCE

8 STATES | **19** OFFICES



NATIONALLY FOCUSED

Engagement Team Leaders

- Josh Carroll, Engagement Partner | Christopher McKellar, Quality Review Partner | Allison Whitworth, Engagement Manager



Audit Opinion

- **Our Responsibility Under Auditing Standards Generally Accepted in the United States of America (GAAS)**

- We considered the internal control structure for the purpose of expressing our opinion on the City’s basic financial statements and not for the purpose of providing an opinion on the effectiveness of internal controls.
- Our audit was performed in accordance with GAAS and *Government Auditing Standards*.
- Our objective is to provide reasonable—not absolute—assurance that the basic financial statements are free of material misstatement.
- The basic financial statements are the responsibility of the City’s management.

- **Report on Basic Financial Statements**

- Unmodified (“clean”) opinion on basic financial statements.
- Presented fairly in accordance with accounting principles generally accepted in the United States of America.
- Our responsibility does not extend beyond financial information contained in our report.

- **Yellow Book Report**

- Test of overall internal controls and compliance with laws, regulations, contracts and grants.



Compliance Report and Audit Scopes & Procedures

- **Compliance Report**

- The financial report package contains a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The report is not intended to provide an opinion on internal controls and compliance with applicable rules and regulations.
- This report and the procedures performed are required by *Government Auditing Standards*.

- **Audit Scopes and Procedures (Governmental Audit Programs Utilized in All Areas)**

- Confirmed receivables (TIA), cash, debt and other elements.
- Vouched substantiated additions of capital assets, balances of construction in progress, and vouched significant retainage payable.
- Performed a search for unrecorded liabilities via review of unpaid vouchers and subsequent disbursements.



Required Communications

- **Significant Accounting Policies**

- Management is responsible for the selection and use of appropriate accounting policies.
- The policies used by the City are in accordance with generally accepted accounting principles.
- In considering the qualitative aspects of its policies, the City is not involved in any controversial or emerging issues for which guidance is not available.

- **Management Judgment/Accounting Estimates**

- Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events.
- The City uses various estimates as part of its financial reporting process – including actuarial assumptions.



Required Communications (Continued)

- **Relationship with Management**

- We received full cooperation from the City's management and staff.
- There were no disagreements with management on accounting issues or financial reporting matters.

- **Management Representation**

- We requested, and received, written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us.

- **Consultation with Other Accountants**

- To the best of our knowledge, management has not consulted with, or obtained opinions from, other independent accountants during the year, nor did we face any issues requiring outside consultation.

- **Significant Issues Discussed with Management**

- There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.



Required Communications (Continued)

- **Audit Adjustments**

- There were no unrecorded or passed audit adjustments.

- **Financial Statement Disclosures**

- The footnote disclosures to the financial statements are also an integral part of the financial statements and the process used by management to accumulate the information included in the disclosures was the same process used in accumulating the statements. The overall neutrality, consistency, and clarity of the disclosures was considered as part of our audit.

- **Information in Documents Containing Audited Financial Statements**

- Our responsibility for other information in documents containing the City's basic financial statements and our report thereon does not extend beyond the information identified in our report. If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, we must be provided with a printer's proof for our review and approval before printing. You must also provide us with a copy of the final reproduced material for our approval before it is distributed.

- **Auditor Independence**

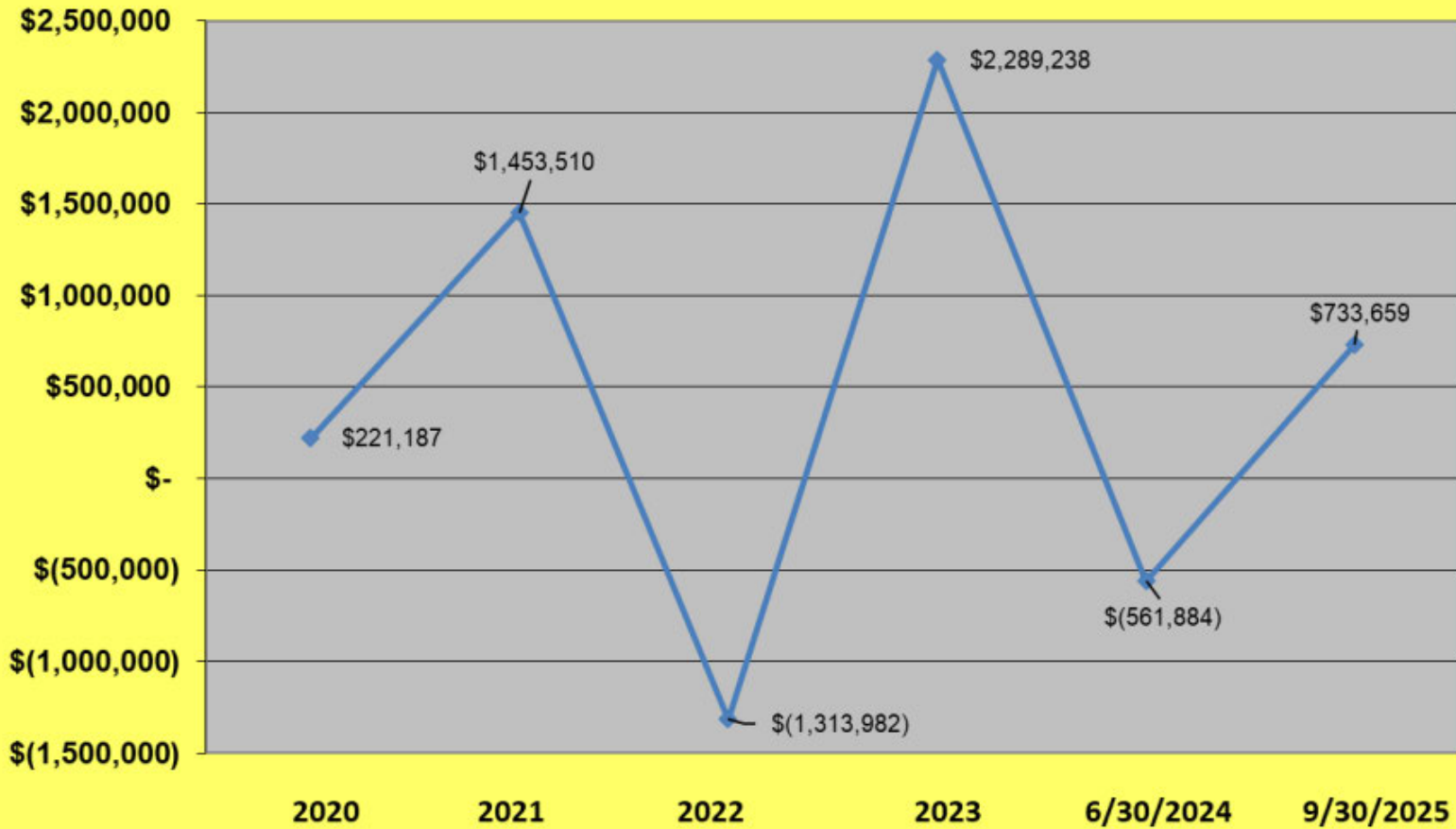
- In accordance with AICPA professional standards, M&J is independent with regard to the City and their financial reporting process.



General Fund – Unassigned Fund Balances as a Percentage of Total Expenditures/Transfers
Out

Changed to
9/30 year
end in 2024.

Net Change in Fund Balance (FY 2020 Thru FY 2025)



Comments, Recommendations & Other Matters

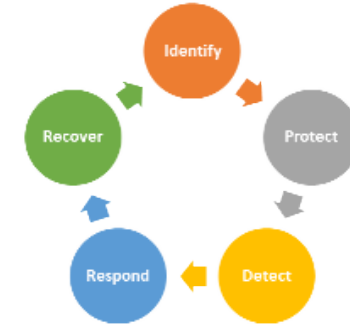
Governmental Advisory Services



IT and Cybersecurity Solutions

•Cybersecurity Framework Engagements

- Performed as either a SOC for Cybersecurity under AICPA attestation standards, or as a consulting engagement under AICPA consulting standards

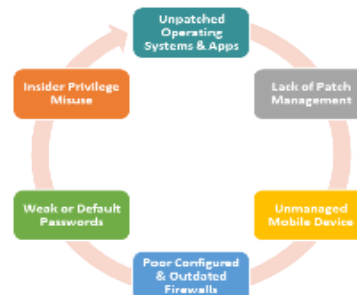


•System Vulnerability Assessment Engagements

- Process of defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and network infrastructures, and providing an assessment with necessary knowledge, awareness and risks to understand the threats to determine appropriate reactions

•Penetration Testing Engagements

- Practice of testing a computer system to find security vulnerabilities that a hacker/attacker could exploit using automation or manual applications





New Accounting Pronouncements

- **New GASB Pronouncements for Future Years**

- **GASB Statement No. 103, *Financial Reporting Model Improvements*** was issued in April 2024 and is effective for fiscal years beginning after September 15, 2025, and all reporting periods thereafter. Earlier application is encouraged. The requirements for MD&A will improve the quality of the analysis of changes from the prior year, which will enhance the relevance of that information. They also will provide clarity regarding what information should be presented in MD&A. The requirements for the separate presentation of unusual or infrequent items will provide clarity regarding which items should be reported separately from other inflows and outflows of resources. The definitions of operating revenues and expenses and of nonoperating revenues and expenses will replace accounting policies that vary from government to government, thereby improving comparability. The addition of a subtotal for operating income (loss) and noncapital subsidies will improve the relevance of information provided in the proprietary fund statement of revenues, expenses, and changes in fund net position. The requirement for presentation of major component unit information will improve comparability. The requirement that budgetary comparison information be presented as RSI will improve comparability, and the inclusion of the specified variances and the explanations of significant variances will provide more useful information for making decisions and assessing accountability.
- **Statement No. 104, *Disclosure of Certain Capital Assets*** was issued in September 2024 and is effective for fiscal years beginning after September 15, 2025, and all reporting periods thereafter. The objective of this Statement is to clarify which types of capital assets must be disclosed separately in the notes to the financial statements as well as to establish disclosure requirements for capital assets that are held for sale.



New Accounting Pronouncements (Continued)

- **New GASB Pronouncements for Future Years (Continued)**

- **Other Pending or Current GASB Projects.** As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:
 - **Going Concern Uncertainties and Severe Financial Stress** is a major project where the goal is to address issues related to disclosures regarding going concern uncertainties and severe financial stress. The project will consider (1) improvements to existing guidance for going concern considerations to address diversity in practice and clarify the circumstances under which disclosure is appropriate, (2) developing a definition of severe financial stress and criteria for identifying when governments should disclose their exposure to severe financial stress, and (3) what information about a government's exposure to severe financial stress is necessary to disclose. This technical topic is being examined by the GASB due to a wide diversity in practice regarding required presentation on the face of the financial statements, disclosures, etc.



New Accounting Pronouncements (Continued)

- **New GASB Pronouncements for Future Years (Continued)**

- **Subsequent Events—Reexamination of Statement 56** is a project that will improve the accounting and financial reporting for subsequent events. The project will reexamine existing requirements related to subsequent events in Statement No. 56, Codification of Accounting and Financial Reporting Guidance Contained in the AICPA Statements on Auditing Standards, to address issues related to (1) confusion about and challenges associated with applying the existing standards, (2) inconsistency in practice in the information provided about subsequent events, and (3) the usefulness of the information provided about subsequent events.
- **Revenue and Expense Recognition** is a major project where the overall objective is to develop a comprehensive, principles-based model that would establish categorization, recognition, and measurement guidance applicable to a wide range of revenue and expense transactions. Achieving that objective will include: (1) development of guidance applicable to topics for which existing guidance is limited, (2) improvement of existing guidance that has been identified as challenging to apply, (3) consideration of a performance obligation approach to the GASB’s authoritative literature, and (4) assessment of existing and proposed guidance based on the conceptual framework. The expected outcome of the project is enhanced quality of information that users rely upon in making decisions and assessing accountability. The GASB is currently reviewing comments and other input received from the stakeholder community during the preliminary views stage that was completed in 2021.



Govt. Clients – Free Quarterly Continuing Education

- **Since March of 2009 – For Over 16 Years !!**
 - Mauldin & Jenkins provides free quarterly continuing education for all of our governmental clients. Topics are tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking and knowledge sharing among our governmental clients. We normally see approximately 180 people per quarter. Examples of subjects addressed in the past few quarters include:

- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Best Budgeting Practices, Policies and Processes
- Budget Preparation
- ACFR Preparation (two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Collateralization of Deposits and Investments
- Component Units
- Cybersecurity Risk Management
- Evaluating Financial and Non-Financial Health of a Govt.
- Financial Report Card – Where Does Your Govt. Stand?
- Financial Reporting Model Improvements
- GASB Nos. 74 & 75, OPEB Standards
- GASB No. 77, Tax Abatement Disclosures
- GASB No. 84, Education Activities
- GASB Projects and Updates (ongoing & several sessions)
- Human Capital Management
- Grant Accounting Processes and Controls
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables and the Revenue Cycle
- IRS Issues, Primarily Payroll Matters
- Legal Considerations for Debt Issuances and Disclosures
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees
- Special Purpose Local Option Sales Tax (SPLOST)
- Accounting, Reporting and Compliance
- Uniform Grant Reporting Requirements and the New Single Audit

We appreciate Hapeville's participation in these quarterly sessions.



Questions & Comments



Thank You for the Opportunity to Serve



CIVILITY PLEDGE

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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>

April 7, 2026 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:04 PM
2. **ROLL CALL:** All members of the Council were present, with the exception of Council Member Adams, thereby constituting a quorum.
 - Alan Hallman
 - Mike Rast
 - Brett Reichert
 - Mark Adams
 - Chase Stell
3. **WELCOME:** Mayor Hallman welcomed all to the April 7th meeting.
4. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited in unison.
5. **INVOCATION:** Given by Pastor Anthony Quivers
6. **PRESENTATIONS:**
 - 6.I. **Recognition of Charlotte Rentz** — Award Presented by Rep. Kim Schofield

State Representative Kim Schofield presented Dr. Charlotte Rentz with the Outstanding Georgia Citizen Award in recognition of her years of service to the Hapeville community.
7. **PUBLIC HEARING:**
 - 7.I. Consideration and Action to Approve the Fiscal 2026 Mid-Year Budget Amendment. - Second Reading. **Ordinance 2026-03**

Staff Comments: Staff provided additional comments regarding this item.
Public Comments: There were no public comments on this item.

MOTION: Alderman Rast motioned to approve the Fiscal 2026 Mid-Year Budget Amendment (**Ordinance 2026-03**); Councilman Stell provided a second. **The motion carried with a vote of 3-0.**
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 March 17, 2026, Mayor and Council Meeting Minutes.

MOTION: Councilman Reichert motioned to approve March 17, 2026, Mayor and Council Meeting Minutes; Alderman Rast provided a second. **The motion carried with a vote of 3-0.**
10. **OLD BUSINESS:** There were no old business item(s) at this meeting.

11. NEW BUSINESS:

11.I. Consideration and Action to Approve Arbor Day Resolution. **Resolution 2026-02**

MOTION: Councilman Stell motioned to approve Arbor Day Resolution (**Resolution 2026-02**); Councilman Reichert provided a second. **The motion carried with a vote of 3-0**

11.II. Consideration and Action to Approve the Georgia Cities Week Resolution. **Resolution 2026-03**

MOTION: Alderman Rast motioned to approve the Georgia Cities Week Resolution (**Resolution 2026-03**); Councilman Stell provided a second. **The motion carried with a vote of 3-0.**

11.III. Consideration and Action to Surplus and Donate the Taser X-26 Equipment to the Georgia Public Safety Training Center.

MOTION: Councilman Reichert motioned to approve to Surplus and Donate the Taser X-26 Equipment to the Georgia Public Safety Training Center; Alderman Rast provided a second. **The motion carried with a vote of 3-0.**

11.IV. Consideration and Action to Approve the Non-Criminal Justice (NCJ) User Agreement.

MOTION: Councilman Stell motioned to approve Non-Criminal Justice (NCJ) User Agreement; Councilman Reichert provided a second. **The motion carried with a vote of 3-0.**

12. CITY MANAGER REPORTS: City Manager Tim Young reported that the City's audit has not yet been completed; however, the report has been received. He noted that Mauldin & Jenkins will begin their review at the next meeting as part of their services and will present on the fiscal year ending September 30.

He further reported that opening day is scheduled for April 18th, with additional details to be announced. Georgia Cities Week will begin on the April 20th, featuring a variety of events and activities celebrating the community. The City will also begin its service delivery strategy process with Fulton County April 12th, initiating discussions among city managers, with elected officials expected to join later in the process during key negotiations anticipated in June and July.

City Manager Young announced a ribbon cutting scheduled for the April 21st for a new business, Fuse Frozen, located at 925 Virginia Avenue, which will offer desserts and smoothies.

Lastly, he congratulated all involved in the recent Butterfly Atlanta Parade, noting it was a successful and enjoyable event for the community.

13. PUBLIC COMMENTS:

1. Hunter Tracey
2. Charlotte Rentz
3. Jessica Riendo
4. Valarie Berry
5. Rep. Kim Schofield
6. Sherry Cranford
7. Deborah Brown
8. Melivn Traynum

14. MAYOR AND COUNCIL COMMENTS:

Councilman Stell congratulated Dr. Charlotte Rentz on receiving the Outstanding Georgia Citizen Award and thanked State Representative Kim Scofield for the recognition. He also expressed appreciation to staff and leadership for their participation in Hapeville Day at the Capitol on March 25. Additionally, he noted the success of a recent community garden day and encouraged residents to visit the site. He concluded by highlighting the NASA Artemis mission as a positive national achievement and encouraged others to view the released images.

Alderman Rast echoed the appreciation for Representative Schofield and staff for hosting Hapeville Day at the Capitol, noting the opportunity to observe the legislative process firsthand.

Councilman Reichert echoed previous comments, congratulated Dr. Rentz, and thanked Representative Schofield and City staff for their continued efforts. He also shared positive feedback regarding the Butterfly Parade and expressed enthusiasm for upcoming spring events, encouraging community participation. Councilman Reichert circled back and recognized Melvin Traynum for his continued engagement and contributions to the community.

Mayor Hallman echoed the Council's congratulations to Dr. Rentz and appreciation to Representative Scofield for her leadership and support of the City, including hosting Hapeville Day at the Capitol. The Mayor also commended the success of the Butterfly Parade and Easter egg hunt, noting the significant effort by staff in planning and execution. He expressed appreciation for staff's dedication, particularly their extended hours and weekend work to ensure successful community events. He also reminded residents of the upcoming Coffee and Chrome car show.

- 15. **EXECUTIVE SESSION:** An executive session meeting was not conducted at this meeting.
- 16. **ADJOURN:** With no further business, Mayor Hallman called for a motion to adjourn.

Alderman Rast motioned to adjourn at 6:53 PM; Councilman Stell provided a second. **The motion carried with a vote of 3-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

TERMS SHEET COMPARISON SUMMARY - FY2025-26 - FIRE-POLICE CODE ENFORCEMENT-VEHICLES EQUIPMENT

1. Regions Equipment Finance Corporation	2. Magnolia Bank / GMA Lease Purchase Financing
AMOUNT: 475,821.10	AMOUNT: \$475,821.10
TERM:	TERM:
Option 1: Four (4) Years - 48 Months	Option 1: Four (4) Years - 48 Months
Option 2: Five (5) Years - 60 Months	Option 2: Five (5) Years - 60 Months
Option 3: Six (6) Years - 72 Months	Option 3: Six (6) Years - 72 Months
INTEREST RATE:	INTEREST RATE:
Option 1: 3.98% (4 Years) - (48 Months)	Option 1: 4.37% (4 Years) - (48 Months)
Option 2: 4.02% (5 Years) - (60 Months)	Option 2: 4.35% (5 Years) - (60 Months)
Option 3: 4.07% (6 Years) - (72 Months)	Option 3: 4.39% (6 Years) - (72 Months)
PAYMENTS:	PAYMENTS:
Semiannually	Annually
RATES CONDITIONS	RATES CONDITIONS
Rate Expiration Date: April 15, 2026	Rate Expiration Date: 60 Days from Acceptance
Lease Closes by: May 5, 2026 (Anticipated Closing Date)	Lease Closes by: N/A

April 8, 2026

City of Hapeville, Georgia
3468 North Fulton Avenue
Hapeville, Georgia, 30354

Reference: REQUEST FOR PROPOSAL 03/25/26 - \$475,821.10

Regions Equipment Finance Corporation (the “Lessor”) is pleased to furnish this Term Sheet (this “Term Sheet”) to **City of Hapeville, Georgia** (the “Lessee”) for an Equipment Lease-Purchase Agreement in a not-to-exceed amount of \$475,821.10 (the “Lease”). This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by the Lessor or create any obligation whatsoever on the Lessor’s part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Equipment Finance Corporation.

Lessee: City of Hapeville, Georgia

Lessor: Regions Equipment Finance Corporation

Role of Lessor: The Lessor and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lessor: (a) the Lessor and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lessor and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lessor and its representatives are acting for their own interests; and (d) the Issuer and the Lessee have been informed that the Issuer and the Lessee should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Lessee, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.

Privately Negotiated Lease: The Lessee acknowledges and agrees that the Lessor is entering into a lease-purchase agreement in evidence of a privately negotiated Lease and in that connection the lease-purchase agreement shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Purpose: Procure Leased Property described per the City of Hapeville, GA request dated March 25th, 2026 (collectively, the “Project”).

Lease Amount: Up to and including \$475,821.10. Funds to be deposited into an Acquisition Fund (the “Fund”) at Regions Bank. Any draws from the Fund will be made when conditions satisfactory to Lessor have been met (copies of invoices/proof of purchase, title applications with Lessor as lien holder, MSO’s, insurance, etc.). All funds must be drawn from the Fund within forty-eight (48), sixty (60), or seventy-two (72) months from the Lease Start Date, depending on the term selected in the Interest Rate section below. Any remaining funds on the Maturity Date will be applied to paydown the Lease. Any investment earnings will be applied as a credit against lease payments or at the option of the Lessee, to be used to defray the cost of the Leased Property.

Structure: Bank Qualified Tax-Exempt Lease-Purchase evidenced by a Lease Purchase Agreement (the “Debt Instrument”). Mutually agreeable Lease Documents (the “Lease Documents”) will be prepared by the Lessor.

Interest Rate: Tax-Exempt, Bank Qualified Lease.

Option 1: 48 Month Rate – **3.98%**

Option 2: 60 Month Rate – **4.02%**

Option 3: 72 Month Rate – **4.07%**

The Lease will bear interest at a fixed rate per annum through the Maturity Date. These rates are available if the Term Sheet is approved by Lessee on or before April 10th, 2026. Rates will be indexed to Regions Cost of Funds and fixed at closing anticipated to be on or about May 5th, 2026.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 3%.

Repayment: Lease Payments will be payable semiannually in arrears (calculated on the basis of a 30 day month and a 360 day year), commencing six (6) months from closing. The lease payment schedule assumes \$475,821.10 of principal. All payments are due on the same calendar day of the month.

Maturity Date: Forty-eight (48), sixty (60), or seventy-two (72) months from closing, depending on the Interest Rate Option selected. Maturity Date must fall on a payment due date.

Insurance: Lessee will be responsible to purchase and maintain liability insurance coverage equal to \$1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than \$5,000.00 naming Lessor as Lender’s Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding (from the Fund). Lessee may self-insure against any and all risks and will furnish a certificate evidencing such insurance to the Lessor.

Security: Uniform Commercial Code-1 Financing Statement (the “UCC Filing”) evidencing a first lien on the equipment and on all additions, attachments and accessories (the “Equipment”) and any related escrow fund. The Lease Documents will be subject to appropriation of funds on an annual basis, and the Equipment will be subject to approval by the Lessor in a timely manner. The Lessee will certify as to the essential use nature of the Equipment. If during the term of the Lease Documents, sufficient funds are not appropriated to make rental payments for the following fiscal year, the Lease Documents shall terminate and the Lessee shall deliver possession and title of the Equipment under the Lease Documents to the Lessor. If the Lessee fails to deliver possession and title of the Equipment to the Lessor upon termination of the Lease Documents by reason of a non-appropriation, the termination shall nevertheless be effective, but the Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Documents rental payments thereafter coming due and for any other loss suffered by the Lessor as a result of the Lessee’s failure to deliver possession of the Equipment.

Representations and Warranties: Usual and customary for this type of financing.

Covenants: The Lessee shall deliver to the Lessor, in form and substance satisfactory to the Lessor audited financial statements within 270 days after the end of each of the Lessee’s fiscal years.

Defaults: Usual and customary for this type of financing.

Remedies: The Lessor shall have all of the rights and remedies set forth in the Lease Documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions: As an additional condition precedent to the Lessor making the Lease, the Lessee shall provide, among other things, the following opinions to the Lessor:

An opinion of bond counsel in form and substance satisfactory to the Lessor and its counsel in all respects, which shall include opinions to the effect that (a) the Lessee has the authority under the laws of the State of Georgia to issue the Debt Instrument and execute and deliver the Lease Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Lease Documents to which the Lessee is a party has been duly authorized, executed and delivered by the Lessee, (c) that each of the Debt Instrument and the other Lease Documents to which the Lessee is a party is a valid and binding obligation of the Lessee, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Georgia.

Transfer Provisions: The Lessor shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Lease, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Lessee may not assign its rights hereunder or under any of the Lease Documents to any person without the prior written consent of the Lessor.

Disclaimer: This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lessor and the Lessee. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

Net Lease: The Lease will be a “net lease” with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.

US Patriot Act: The Lessee represents and warrants to the Lessor that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Lessee further represents and warrants to the Lessor that the Lessee and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Confidentiality: The Lessee acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Lessee shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lessor in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

Governing Law: State of Georgia

Thank you for providing the Lessor with this opportunity to be involved in a financial partnership with the Lessee. The Lessor is willing to discuss the terms reflected herein through April 15th, 2026. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lessor's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

REGIONS EQUIPMENT FINANCE CORPORATION

By: William F. Koss II – Senior Vice President
Regions Equipment Finance Corporation
1180 West Peachtree Street NW Suite 1000
Atlanta, Georgia 30309

CC: Preston Etheridge– Commercial Banking Relationship Manager
preston.etheridge@regions.com

EXHIBIT A

In the event Lessee requests Lessor to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Lessee agrees to reimburse Lessor on demand for all out of pocket expenses incurred by Lessor if the transaction fails to close for any reason other than Lessor's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lessor.

ACCEPTANCE:

Lessee does hereby agree to all provisions contained in Exhibit A.

Lessee elects to choose Interest Rate Option _____.

Lessee Signature:

By: _____

Name: _____

Title: _____



City of Hapeville

April 9, 2026

This proposal is in response to the Request for Proposal (“RFP”) dated March 25, 2026, from the City of Hapeville, Georgia, relating to the financing of new vehicles and equipment.

Subject to the conditions described in the RFP, we propose as follows:

Financing Amount: Total of \$475,821.10
(\$214,239.30 Bank Qualified Tax Exempt, and \$261,581.80 Taxable)

Project: Financing the purchase of one (1) new vehicle and additional equipment for the City’s Fire Department, three (3) new vehicles for the City’s Police Department, and two (2) vehicles for Code Enforcement

Term Options:

- Four (4) year term, interest and principal payments due monthly, quarterly or annually
Interest Rate: Fixed 4.37% Bank Qualified Tax Exempt; 6.95% Taxable
- Five (5) year term, interest and principal payments due monthly, quarterly or annually
Interest Rate: Fixed 4.35% Bank Qualified Tax Exempt; 6.92% Taxable
- Six (6) year term, interest and principal payments due monthly, quarterly or annually
Interest Rate: Fixed 4.39% Bank Qualified Tax Exempt; 6.98% Taxable

Prepayment: The lease will be prepayable at any time with no prepayment penalties

Closing Costs/Fee and Expenses: None

Rate Expiration: 60 days from acceptance

Security: All vehicles will be titled (or re-titled) to report the Georgia Municipal Association ("GMA") as lienholder. GMA will subsequently assign its interests to Magnolia Bank.

Documentation: Lender agrees to use standard documents for equipment financing developed by GMA and its GMA approved bond counsel.

Experience the Magnolia Way!



MAGNOLIABANK.COM • ELIZABETHTOWN | HODGENVILLE • 270.765.4072



Documents will include provisions that outline appropriate changes to be implemented in the event this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Code.

These provisions must be acceptable to Lender and its counsel.

Proposal terms and conditions subject to receipt and favorable review of the City's 2025 Annual Comprehensive Financial Report and any other information Magnolia Bank may reasonably require. Magnolia Bank has not yet received credit approval for this proposal and provides no assurance this approval can be obtained.

Experience the Magnolia Way!



MAGNOLIABANK.COM • ELIZABETHTOWN | HODGENVILLE • 270.765.4072



37241 E Richardson Ln
 Purcellville, VA 20132
 (877) 327-8526
sales@flev.com
www.flev.com

FORMAL PROPOSAL

Proposal Date: March 7, 2026

Prepared for:

Hapeville Fire Department
 3468 North Fulton Ave
 Hapeville, GA 30354

For your consideration, the listed herein is valid for a period of no more than 60 days from the above date (unless listed otherwise). FastLane is not responsible for price changes of goods or products not directly manufactured by FastLane Emergency Vehicles. Only items below shall be considered "part of this proposal". As is all information you share with us, we ask that you and/or your organization please retain this information as confidential. Please review the following information. If all items are acceptable, please forward over a Purchase Order with your preferred payment terms option, as listed above. We look forward to doing business with you. Should you require any clarification or have any questions, please do not hesitate to reach out.

Description:

DETAILS	TOTAL PROJECT COST
Conversion upfit on vehicle of type: F250 <i>As outlined in accompanying Build Specifications document (includes vehicle if FastLane is supplying)</i>	\$137,583.00
Sourcewell Contract ID: FastLane Emergency Vehicles #082025-AFT	
Sourcewell Customer Member ID: 29544 City of Hapeville	
Sourcewell Blanket Discount off MSRP – 3%	\$(4,127.49)
TOTAL CONTRACT AMOUNT	\$133,455.51

Vehicle/Chassis Details

FastLane Supplied? YES	Type: F250
-------------------------------	-------------------

Reflected in the total project cost above for your review:

Vehicle Net\$61,588

Pricing Terms: Pricing here-in reflects FastLane standard terms of **Deposit & Cash on Delivery** of completed unit. Other terms and discounts apply and can be provided upon request.

Current Lead Time: 180+ Days after receipt of order.

Respectfully Submitted: Bud Smith

Thank you for this opportunity. I am confident that once you have had a chance to review the contents within, you will share our opinion that FastLane is the best choice for your department's needs.



37241 E Richardson Ln
Purcellville, VA 20132
(877) 327-8526
sales@flev.com
www.flev.com

FORMAL PROPOSAL

**Terms Details: If FastLane is to supply the vehicle as part of this project, we can neither guarantee the model year nor pricing of the vehicle proposed. Recent events have caused both Ford and GM to cancel and reject chassis orders all together. FastLane will confirm model year and pricing once the order is submitted to the vehicle manufacturer and remain in continuous contact with the customer with any changes or updates. If this proposal includes an in-stock chassis provided by FastLane, full payment of the chassis is due within 15 days after receipt of order to ensure accuracy of the price quoted and to secure the vehicle for upfit. Title and ownership of the vehicle will be transferred to the customer once payment has cleared and paperwork received from manufacturer. If terms include deposit/COD the deposit amount of 25% of the Total Project Cost (not to include the Vehicle Net price) is due within 15 days after receipt of order.*



(877) 637-3473

Quote

Quote # QT2027749
 Date 01/29/2026
 Expires 04/30/2026
 Sales Rep Adams, Jeremy L
 Shipping Method FedEx Ground
 Customer HAPEVILLE FIRE DEPT
 Customer # C43175

Bill To

HAPEVILLE FIRE DEPT
 3468 NORTH FULTON AVE.
 Atlanta GA 30354
 United States

Ship To

HAPEVILLE FIRE DEPT
 3468 NORTH FULTON AVE.
 Atlanta GA 30354
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X5915021305304			3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5915021305304, 5.5, E-Z Flo+, Continuous Hose, UEBSS, Pak-Tracker, 2 ea	6	\$8,499.56	\$50,997.36
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	19	\$1,567.68	\$29,785.92

FREIGHT NOT INCLUDED

Contact: C43175 HAPEVILLE FIRE DEPT : Nick Condrey

Subtotal \$80,783.28
Shipping Cost \$0.00
Tax Total \$0.00
Total \$80,783.28

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2027749



**ALLAN VIGIL FORD
LINCOLN**
EQUAL OPPORTUNITY EMPLOYER

6790 MT. ZION BLVD.
MORROW, GA 30260
(678) 364-3673

NEW CAR INVOICE - FLEET
COME VISIT OUR DEALERSHIP ON THE INTERNET

www.vigilford.com

DATE 11/06/25

SALESMAN

MICHAEL BROWN
N/A

26578

SOLD TO: CITY OF HAPEVILLE

ADDRESS: 3468 NORTH FULTON AVENUE
HAPEVILLE, GA 30354

(404) 669-2100

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	MOTOR NO.	ODOMETER MILEAGE
	PGB10901	2023 FORD	POLICE INTERCEPTOR UTILIT	1FM5K8ACXPGB10901	10

PLAN TYPE: 5818
N/A

TRADE LIEN TO:
N/A
N/A

LIENHOLDER:
N/A
N/A

FIRST PAYMENT BEGINS 11/06/25

VEHICLE PRICE:	50,500.00
BASE PRICE (INCL. FR.T.)	50,500.00
OPTIONAL EQUIPMENT	N/A
TOTAL LIST PRICE	50,500.00
CREDIT MEMO	N/A
SELLING PRICE	50,500.00
ADMINISTRATION CHARGE	N/A
TITLE & INSPECTION	N/A
SALES TAX	N/A
SERVICE AGREEMENT	N/A
PAY-OFF ON TRADE-IN	N/A
TOTAL CASH PRICE	50,500.00

PRICE SETTLEMENT:	
TRADE IN ALLOWANCE	N/A
CASH DEPOSIT	N/A
CASH ON DELIVERY	N/A
TOTAL SETTLEMENT	50,500.00

It is understood that legal title to the herein described vehicle does not pass from Allan Vigil Ford Lincoln until any check or bank draft given as payment therefore clears the bank on which it is drawn. No warranty other than Ford Motor Co. unless implied in WRITING.

YR. MODEL	MAKE	SERIES	MOTOR NUMBER	ODOM MIL.
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

PURCHASER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED.

EQUAL OPPORTUNITY EMPLOYER
GEORGIA-CLAYTON COUNTY

ALLAN VIGIL FORD LINCOLN, INC.

The undersigned has this day sold the described vehicle upon the terms and conditions stated to _____ and hereby warrants the title to said vehicle and agrees to defend same against the claims of all persons whomsoever.

ALLAN VIGIL FORD LINCOLN, INC.

By _____

Notary Public, Clayton County, Georgia

CUSTOMER COPY

ALLAN VIGIL FORD LINCOLN
 EQUAL OPPORTUNITY EMPLOYER

6790 MT. ZION BLVD.
 MORROW, GA 30260
 (678) 364-3673

NEW CAR INVOICE - FLEET
 COME VISIT OUR DEALERSHIP ON THE INTERNET
 www.vigilford.com

DATE 11/11/25

LD TO: CITY OF HAPEVILLE

ADDRESS: 3468 NORTH FULTON AVE
 HAPEVILLE, GA 30354 (678)245-2107

SALESMAN: MICHAEL BROWN
 N/A

26562

PLANT NO.	STOCK NO.	YEAR-MAKE	MODEL	MOTOR NO.	ODOMETER MILEAGE
	TGA11645	2026 FORD	EXPLORER	1FMWK8GC8TGA11645	9
				KEY NO.	

PLAN TYPE: 5819
 ASENCER@HAPEVILLE.ORG

TRADE LIEN TO:
 N/A
 N/A

LIENHOLDER:
 N/A
 N/A

FIRST PAYMENT BEGINS 11/11/25

VEHICLE PRICE:	57,346.79
BASE PRICE (INCL. FR.T.)	57,346.79
OPTIONAL EQUIPMENT	N/A
TOTAL LIST PRICE	57,346.79
CREDIT MEMO	N/A
SELLING PRICE	57,346.79
ADMINISTRATION CHARGE	N/A
TITLE & INSPECTION	N/A
SALES TAX	N/A
SERVICE AGREEMENT	N/A
PAY-OFF ON TRADE-IN	N/A
TOTAL CASH PRICE	57,346.79

PRICE SETTLEMENT:	
TRADE IN ALLOWANCE	N/A
CASH DEPOSIT	N/A
CASH ON DELIVERY	N/A
DUE SELLER ON CONTRACT	N/A
TOTAL SETTLEMENT	57,346.79

Buyer understands that legal title to the herein described vehicle does not pass from Allan Vigil Ford Lincoln until any check or bank draft given as payment therefore clears the bank on which drawn. No warranty other than Ford Motor Co. unless implied in WRITING.

YR. MODEL	MAKE	SERIES	MOTOR NUMBER	ODOM MIL.
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

BUYER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED.

EQUAL OPPORTUNITY EMPLOYER
 GEORGIA-CLAYTON COUNTY

ALLAN VIGIL FORD LINCOLN, INC.

I, undersigned, have this day sold the described vehicle upon the terms and conditions stated to _____ and hereby warrants the title to said vehicle and agrees to defend same against the claims of all persons whomsoever.

ALLAN VIGIL FORD LINCOLN, INC.

By _____
 County Public, Clayton County, Georgia

CUSTOMER COPY



**ALLAN VIGIL FORD
LINCOLN**
EQUAL OPPORTUNITY EMPLOYER

6790 MT. ZION BLVD.
MORROW, GA 30260
(678) 364-3673

NEW CAR INVOICE - FLEET
COME VISIT OUR DEALERSHIP ON THE INTERNET

www.vigilford.com

DATE 11/11/25

LD TO: CITY OF HAPEVILLE

SALESMAN
MICHAEL BROWN
N/A

26560

DRESS: 3468 NORTH FULTON AVE
HAPEVILLE, GA 30354

(678)245-2107

PLANT NO.	STOCK NO.	YEAR-MAKE	MODEL	MOTOR NO.	ODOMETER MILEAGE
	SGC37741	2025 FORD	EXPLORER	1FMWK7GC4SGC37741	8
				KEY NO.	

PLAN TYPE: 5820
ASENCER@HAPEVILLE.ORG

TRADE LIEN TO:
N/A
N/A

LIENHOLDER:
N/A
N/A

FIRST PAYMENT BEGINS 11/11/25

VEHICLE PRICE:	57,541.59
BASE PRICE (INCL. FRT.):	57,541.59
OPTIONAL EQUIPMENT	N/A
TOTAL LIST PRICE	57,541.59
CREDIT MEMO	N/A
SELLING PRICE	57,541.59
ADMINISTRATION CHARGE	N/A
TITLE & INSPECTION	N/A
SALES TAX	N/A
SERVICE AGREEMENT	N/A
PAY-OFF ON TRADE-IN	N/A
TOTAL CASH PRICE	57,541.59

PRICE SETTLEMENT:	
TRADE IN ALLOWANCE	N/A
CASH DEPOSIT	N/A
CASH ON DELIVERY	N/A
DUE SELLER ON CONTRACT	N/A

It is understood that legal title to the herein described vehicle does not pass from Allan Vigil Ford Lincoln until any check or bank draft given as payment therefore clears the bank on which it is drawn. No warranty other than Ford Motor Co. unless implied in WRITING.

YR. MODEL	MAKE	SERIES	MOTOR NUMBER	ODOM MIL.	TOTAL SETTLEMENT
N/A	N/A	N/A	N/A		N/A
N/A	N/A	N/A	N/A		N/A

BUYER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED.

EQUAL OPPORTUNITY EMPLOYER
GEORGIA-CLAYTON COUNTY

ALLAN VIGIL FORD LINCOLN, INC.

The undersigned has this day sold the described vehicle upon the terms and conditions stated to _____ and hereby warrants the title to said vehicle and agrees to defend same against the claims of all persons whomsoever.
ALLAN VIGIL FORD LINCOLN, INC.

By _____
County Public, Clayton County, Georgia

CUSTOMER COPY



ALLAN VIGIL FORD LINCOLN
EQUAL OPPORTUNITY EMPLOYER

6790 MT. ZION BLVD.
MORROW, GA 30260
(678) 364-3673

NEW CAR INVOICE - FLEET
COME VISIT OUR DEALERSHIP ON THE INTERNET

www.vigilford.com

DATE 10/29/25

SOLD TO: CITY OF HAPEVILLE
ADDRESS: 3458 NORTH FULTON AVE
HAPEVILLE, GA 30354

(678) 245-2107

SALESMAN
MICHAEL BROWN
N/A
26549

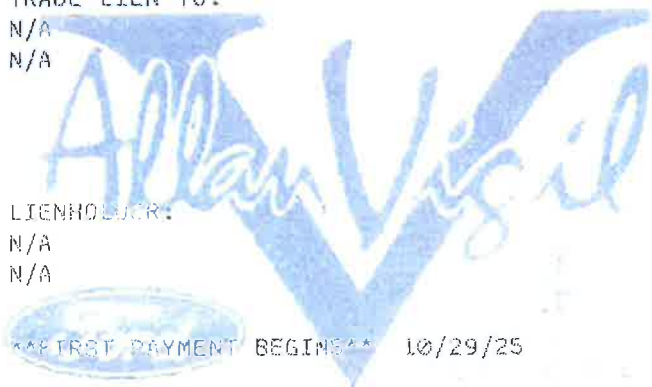
CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	MOTOR NO.	ODOMETER MILEAGE
	SKE01112	2025 FORD	F-150	1FTMF1K1PXSKE01112	10
				KEY NO.	

PLAN TYPE: 5817
ASENCR@HAPEVILLE.ORG

TRADE LIEN TO:
N/A
N/A

LIENHOLDER:
N/A
N/A

1ST PAYMENT BEGINS** 10/29/25



VEHICLE PRICE:	40,844.40
BASE PRICE (INCL. FRT.)	40,844.40
OPTIONAL EQUIPMENT	N/A
TOTAL LIST PRICE	40,844.40
CREDIT MEMO	N/A
SELLING PRICE	40,844.40
ADMINISTRATION CHARGE	N/A
TITLE & INSPECTION	N/A
SALES TAX	N/A
SERVICE AGREEMENT	N/A
PAY-OFF ON TRADE-IN	N/A
TOTAL CASH PRICE	40,844.40

PRICE SETTLEMENT:	
TRADE IN ALLOWANCE	N/A
CASH DEPOSIT	N/A
CASH ON DELIVERY	N/A
DUE SELLER ON CONTRACT	N/A

It is understood that legal title to the herein described vehicle does not pass from Allan Vigil Ford Lincoln until any check or bank draft given as payment therefore clears the bank on which it is drawn. No warranty other than Ford Motor Co. unless implied in WRITING.

YR. MODEL	MAKE	SERIES	MOTOR NUMBER	ODOM MIL	TOTAL SETTLEMENT
N/A	N/A	N/A	N/A		N/A
N/A	N/A	N/A	N/A		N/A

PURCHASER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED.

EQUAL OPPORTUNITY EMPLOYER
GEORGIA-CLAYTON COUNTY

ALLAN VIGIL FORD LINCOLN, INC.

The undersigned has this day sold the described vehicle upon the terms and conditions stated to _____ and hereby warrants the title to said vehicle and agrees to defend same against the claims of all persons whomsoever.

ALLAN VIGIL FORD LINCOLN, INC.

By _____

Notary Public, Clayton County, Georgia

CUSTOMER COPY

CITY OF HAPEVILLE
ACCOUNTS PAYABLE
DATE 11/01/25
APPROVED BY SEE ATT
APPROVED BY
ACCOUNT NO. 10057450
54220

CITY OF HAPEVILLE • HAPEVILLE, GEORGIA

UU77380

11-1020 ** ALLAN VIGIL FORD **

077380 11/06/2025

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/06/2025	26549		2025 FORD 150 PURCHASE	40,844.40

CHECK TOTAL 40,844.40

THIS CHECK IS PROTECTED BY A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE AND A HEAT SENSITIVE PADLOCK ICON. ADDITIONAL SECURITY FEATURES ARE LISTED ON BACK.

CITY OF HAPEVILLE
P.O. BOX 82311
HAPEVILLE, GEORGIA 30354



64-381
610

0077380

CHECK NO.	CHECK DATE	VENDOR NO.
077380	11/06/2025	01-1020

CHECK AMOUNT

PAY

\$ ****40,844.40

---- FORTY THOUSAND EIGHT HUNDRED FORTY FOUR & 40/100 DOLLARS ----

VOID AFTER 90 DAYS
OPERATING ACCOUNT

TO THE
ORDER
OF

** ALLAN VIGIL FORD **
6790 MT ZION BLVD
MORROW, GA 30260

AUTHORIZED SIGNATURE



CITY OF HAPEVILLE • HAPEVILLE, GEORGIA

0077380

1-1020 ** ALLAN VIGIL FORD **

077380 11/06/2025

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/06/2025	26549		2025 FORD 150 PURCHASE	40,844.40

** ALLAN VIGIL FORD **
6790 MT ZION BLVD
MORROW, GA 30260

CHECK TOTAL 40,844.40



**ALLAN VIGIL FORD
LINCOLN**
EQUAL OPPORTUNITY EMPLOYER

6790 MT. ZION BLVD.
MORROW, GA 30260
(678) 364-3673

NEW CAR INVOICE - FLEET
COME VISIT OUR DEALERSHIP ON THE INTERNET

www.vigilford.com

DATE 10/29/25

SOLD TO: CITY OF HAPEVILLE

ADDRESS: 3468 NORTH FULTON AVE
HAPEVILLE, GA 30354

(678) 245-2107

SALESMAN
MICHAEL BROWN
N/A

26550

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	MOTOR NO.	ODOMETER MILEAGE
	SRB20361	2025 FORD	MAVERICK	3FTTW8A38SRB20361	11
				KEY NO.	

PLAN TYPE: 5816
ASENCR@HAPEVILLE.ORG

TRADE LIEN TO:

N/A
N/A

LIENHOLDER:

N/A
N/A



VEHICLE PRICE	30,239.40
BASE PRICE (INCL. FRT.)	30,239.40
OPTIONAL EQUIPMENT	N/A
TOTAL LIST PRICE	30,239.40
CREDIT MEMO	N/A
SELLING PRICE	30,239.40
ADMINISTRATION CHARGE	N/A
TITLE & INSPECTION	N/A
SALES TAX	N/A
SERVICE AGREEMENT	N/A
PAY-OFF ON TRADE-IN	N/A
	30,239.40
TOTAL CASH PRICE	

PRICE SETTLEMENT:

TRADE IN ALLOWANCE	N/A
CASH DEPOSIT	N/A
CASH ON DELIVERY	N/A

It is understood that legal title to the herein described vehicle does not pass from Allan Vigil Ford Lincoln until any check or bank draft given as payment therefore clears the bank on which it is drawn. No warranty other than Ford Motor Co. unless implied in WRITING.

DUE SELLER ON CONTRACT

N/A

YR. MODEL	MAKE	SERIES	MOTOR NUMBER	ODOM MIL.	TOTAL SETTLEMENT
N/A	N/A	N/A	N/A		N/A
N/A	N/A	N/A	N/A		N/A

PURCHASER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED.

EQUAL OPPORTUNITY EMPLOYER
GEORGIA-CLAYTON COUNTY

ALLAN VIGIL FORD LINCOLN, INC.

The undersigned has this day sold the described vehicle upon the terms and conditions stated to _____

and hereby warrants the title to said vehicle and agrees to defend same against the claims of all persons whomsoever.

ALLAN VIGIL FORD LINCOLN, INC.

By _____

Notary Public, Clayton County, Georgia

CUSTOMER COPY

1020

CITY OF HAPEVILLE
ACCOUNTS PAYABLE

DATE 11-6-25
APPROVED BY [Signature]
APPROVED BY [Signature]
ACCOUNT NO. 100-5-106200

CITY OF HAPEVILLE • HAPEVILLE, GEORGIA

0077381

01-1020 ** ALLAN VIGIL FORD **

077381 11/06/2025

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/06/2025	26550		2025 FORD MAVERICK PURCHASE	30,239.40

CHECK TOTAL 30,239.40

THIS CHECK IS PROTECTED BY A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE AND A HEAT SENSITIVE PADLOCK ICON. ADDITIONAL SECURITY FEATURES ARE LISTED ON BACK.

CITY OF HAPEVILLE
P.O. BOX 82311
HAPEVILLE, GEORGIA 30354



64-381
610

0077381

CHECK NO.	CHECK DATE	VENDOR NO.
077381	11/06/2025	01-1020

CHECK AMOUNT

PAY

\$ ****30,239.40

----- THIRTY THOUSAND TWO HUNDRED THIRTY NINE & 40/100 DOLLARS -----

VOID AFTER 90 DAYS
OPERATING ACCOUNT

TO THE
ORDER
OF

** ALLAN VIGIL FORD **
6790 MT ZION BLVD
MORROW, GA 30260

AUTHORIZED SIGNATURE



CITY OF HAPEVILLE • HAPEVILLE, GEORGIA

0077381

01-1020 ** ALLAN VIGIL FORD **

077381 11/06/2025

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/06/2025	26550		2025 FORD MAVERICK PURCHASE	30,239.40

** ALLAN VIGIL FORD **
6790 MT ZION BLVD
MORROW, GA 30260

CHECK TOTAL 30,239.40



FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303



**AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Hapeville
STATE OF GEORGIA, COUNTY OF FULTON**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-25-UC-13-0003
City of Hapeville’s Unique Identifier Number (UEI) : G8LGEN6VNTB9
Federal Award Date: 10/1/2024-9/30/2033
Total Fulton County CDBG Municipality Agreement: \$120,000.00

THIS AGREEMENT entered this 4th March 2026 by and between Fulton County, Georgia (herein called the “Grantee”) and **the City of Hapeville** (hereinafter called the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, on July 9th, 2025 the Fulton County Board of Commissioners approved the 2025 Annual Action Plan (25-0504) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On March 4th, 2026 the Board of Commissioners approved the Hapeville project via Agenda Item 26-0110.

WHEREAS, the City of Hapeville has been provided CDBG funds by Fulton County **for Public Park Improvements at the John Lewis Park Phase I** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Hapeville in the amount of **\$120,000.00**, shall be specifically used for the City of Hapeville’s John Lewis Park Improvements located 488 King Arnold Street, Hapeville Georgia 30354 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1 **I. SCOPE OF SERVICES**

2
3 **A. Activities**

4
5 The Subrecipient will be responsible for administering a CDBG Agreement for Grant Year 2023-2025
6 a manner satisfactory to Fulton County and consistent with any standards required as a condition of
7 providing these funds.

8
9 **B. Description of Activities**

10 *Improvements to the John Lewis Park-488 King Arnold Street, Hapeville Georgia 30354.*

11 A copy of the complete scope of work is attached in EXHIBIT A.
12

13
14 **C. National Objectives**

15 The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will
16 meet one or more of the CDBG program's National Objectives:
17

- 18 1. benefit low/moderate income persons
- 19 2. aid in the prevention or elimination of slums or blight
- 20 3. meet community development needs having a particular urgency as defined in 24 CFR Part
21 570.208

22
23 **This project meets the National Objectives of the Community Development Block Grant program
24 24 CFR Part 570.208(a)(2)(ii) area benefit.**

25
26 **II. TIME OF PERFORMANCE**

27
28 **Services of the Sub-recipient shall start on the 4th day of March 2026 and shall end on the 31st day of
29 December 2027.**

30
31 **III. BUDGET**

32
33 **The City of Hapeville shall maintain a budget compliant with the CDBG program requirements.
34 Reference Attachment C of the Agreement for Cost Reimbursement Budget.**

35
36 **IV. PAYMENT**

37
38 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
39 recipient Agreement shall not exceed **\$120,000.00** and **Expenses for eligible activities shall be
40 retroactive to January 1, 2025.** Drawdowns for the payment of eligible expenses shall be made against
41 the line item budget specified in Paragraph III herein and in accordance with performance.
42

43 **V. NOTICES**

44
45 Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin Community Development Manager	Lee Sudduth Director, Community Services
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354
Phone:	(404) 612-8077	(404) 669-2120
Email:	Kim.benjamin@fultoncountyga.gov	lsudduth@hapeville.org

1 **VI. SPECIAL CONDITIONS**
2

- 3
- 4 • A complete description of the procurement process must be provided for any items purchased with
5 these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR
6 Part 200. All other items must be competitively procured.
 - 7 • All staff costs covered by this grant, including those retroactive to January 1, 2025, must be fully
8 documented (separately from regular CDBG staff costs) and timesheets provided for each staff
9 position covered. Beneficiaries from this time period must also be reported.
 - 10 • Funds being used retroactively cannot be used to pay for building renovations and other projects
11 that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To,
12 "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
 - 13 • Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare
14 crisis in the community, the need must have arisen within 18 months, and the sub-recipient must
15 demonstrate and certify there are no other funds available to address the need.
 - 16 • All Federal Cross-Cutting requirements apply including Financial Management and Procurement,
17 Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and
Non-Discrimination

18
19 **VII. GENERAL CONDITIONS**
20

21 **A. General Compliance**
22

23 The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal
24 Regulations, Part 570 (the Housing and Urban Development regulations concerning Community
25 Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable
26 Federal, State and Local laws, regulations, and policies governing the funds provided under this
27 Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to
28 supplement rather than supplant funds otherwise available.
29

30 **B. Independent Contractor**
31

32 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating
33 or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at
34 all times remain an "independent contractor" or with respect to the services to be performed under this
35 Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA,
36 retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient
37 is an independent sub-recipient.
38

39 **C. Hold Harmless**
40

41 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
42 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
43 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without
44 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
45 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
46 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
47 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
48 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
49 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
50 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
51 termination of this Agreement, even if the County terminates the Agreement for its convenience.
52
53
54

1 **D. Worker's Compensation**

2
3 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
4 the performance of this Agreement.
5

6 **E. Insurance and Bonding**

7
8 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
9 theft, fraud and /or undue physical damage.

10 **F. Grantor Recognition**

11
12 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
13 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
14 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
15 support provided herein in all publications made possible with funds made available under this
16 Agreement.
17

18 **G. Amendments**

19
20 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
21 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
22 representative of both organizations, and approved by the Grantee's governing body. Such
23 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
24 from its obligations under this Agreement.
25

26 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
27 governmental guidelines, policies and available funding amounts, or for other reasons. If such
28 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
29 undertaken as part of this Agreement, such modifications will be incorporated only by written
30 amendment signed by both Grantee and Sub-recipient.
31

32 **H. Suspension or Termination**

33
34 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
35 if the Sub-recipient materially fails to comply with any term of the award and the award may be
36 terminated for convenience.
37

38 Either party may terminate this Agreement at any time by giving written notice to the other party of such
39 termination and specifying the effective date there of at least 30 days before this effective date of such
40 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken
41 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
42 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
43 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
44 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
45 compensation for any satisfactory work completed on such documents or materials prior to the
46 termination.
47

48 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
49 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
50 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
51 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
52 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
53 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
54 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
55 in compliance.

1
2 **VIII. ADMINISTRATIVE REQUIREMENTS**
3

4 **A. Financial Management**
5

6 **1. Accounting Standards**

7 The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the
8 accounting principles and procedures required therein, utilize adequate internal controls, and
9 maintain necessary source documentation for all costs incurred.

10 **2. Internal Controls**

11 The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal
12 controls over the funds awarded herein.

13 **3. Cost Principles**

14 The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E,
15 "Cost Principles". These principles shall be applied for all costs incurred whether charged on a
16 direct or indirect basis.
17

18
19 **B. Documentation and Record-Keeping**
20

21 **1. Records to be maintained**

22 The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR
23 Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records
24 shall include but not be limited to:
25

- 26 ❖ Records providing a full description of each activity undertaken
- 27 ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of
28 the CDBG program
- 29 ❖ Records required to determine the eligibility of activities
- 30 ❖ Records required to document the acquisition, improvement, use or disposition of sale
31 property acquired or improved with CDBG assistance
- 32 ❖ Records documenting compliance with the fair housing and equal opportunity components
33 of the CDBG program
- 34 ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- 35 ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570
36

37 **2. Retention**

38 The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement
39 for a period of three (3) years from the date of submission of the final expenditure report for activities
40 funded under this Agreement. Records for non-expendable property acquired with funds under
41 this Agreement shall be retained for three (3) years after final disposition of such property. Records
42 for any displaced person must be kept for three (3) years after he/she has received final payment.
43 Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that
44 involve any of the records cited and that have started before the expiration of the three year period,
45 then such record must be retained until completion of the actions and resolution of all issues, or
46 the expiration of the three year period, whichever occurs later.
47

48 **3. Client Data**

49 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
50 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
51 head of household, family size, or other basis for determining eligibility, and description of service
52 provided. Such information shall be made available to Grantee monitors or their designees for
53 review upon request.
54
55

1 **4. Disclosure**

2 The Sub-recipient understands that client information collected under this Agreement is private and
3 the use of disclosure of such information, when not directly connected with the administration of
4 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
5 Agreement, is prohibited unless written consent is obtained from such person receiving service
6 and, in the case of a minor, that of a responsible parent/guardian.
7

8 **5. Property Records**

9 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
10 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
11 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
12 applicable.
13

14 **6. Close outs**

15 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
16 completed. Activities during this closeout period shall include, but are not limited to making final
17 payments, disposing of program assets (including the return of all unused materials, equipment,
18 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
19 determining the custodianship of records.
20

21 **7. Audit & Inspections**

22 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
23 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
24 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
25 audit, examine, and make excerpts or transcripts of all relevant data.
26

27 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
28 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
29 requirements will constitute a violation of this Agreement and may result in the withholding of future
30 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
31 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
32 Part 200 subpart F.
33

34 **C. Reporting and Payment Procedures**

35 **1. Program Income**

36 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
37 activities carried out with CDBG funds made available under this Agreement. The use of program
38 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
39 way of further limitations, the Sub-recipient may use such income during the Agreement period for
40 activities permitted under this Agreement and shall reduce requests for additional funds by the
41 amount of any such program income balance on hand. All unused program income shall be
42 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
43 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
44
45

46 **2. Indirect costs**

47 If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for
48 determining the appropriate Sub-recipient's share of administrative costs and shall submit such
49 plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation
50 method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and
51 Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—
52 State/Local Government-wide Central Service Cost Allocation Plans, as applicable.
53

54 **3. Payment Procedure**

55 The Grantee will pay to the Sub-recipient funds available under this Agreement based upon
56 information submitted by the Sub recipient and consistent with any approved budget and Grantee
policy concerning payments. With the exception of certain advances, payments will be made for

1 eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash
2 requirements. Payments will be adjusted by the Grantee in accordance with advance fund and
3 program income balances available in Sub recipient accounts. In addition, the Grantee reserves
4 the right to liquidate funds available under this Agreement for costs incurred by the Grantee on
5 behalf of the Sub recipient.
6

7 **4. Progress Report**

8 The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided
9 in Appendix B or as otherwise specified by the Grantee.

10 **D. Procurement**

11 **1. Compliance**

12 The Sub-recipient must establish written procurement procedures, shall comply with current
13 Grantee policy concerning the purchase of equipment and shall maintain inventory records of all
14 non-expendable personal property as defined by such policy as may be procured with funds
15 provided herein. All program assets (unexplained program income, property, equipment, etc.) shall
16 revert to the Grantee upon termination of this Agreement.
17

18 **2. All procurement must comply with 2 CFR Part 200 Subpart D.**

- 19 a. Sub-recipients must avoid purchasing unnecessary items
- 20
- 21 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
- 22 which would be the most economical and practical procurement for the federal government
- 23
- 24 c. Solicitations for goods and services provide for all of the following:
 - 25 1. A clear and accurate description of the technical requirements for the material, product
 - 26 or service to be procured. In competitive procurements, such a description shall not
 - 27 contain features which unduly restrict competition.
 - 28 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
 - 29 evaluating bids or proposals.
 - 30 3. A description, whenever practicable, of technical requirements in terms of functions to be
 - 31 performed or performance required, including the range of acceptable characteristics or
 - 32 minimum acceptable standards.
 - 33 4. The specific features of "brand name or equal" descriptions that bidders are required to
 - 34 meet when such items are included in the solicitation.
 - 35 5. The acceptance, to the extent practicable and economically feasible, of products and
 - 36 services dimensioned in the metric system of measurement.
 - 37 6. Preference, to the extent practicable and economically feasible, for products and services
 - 38 that conserve natural resources and protect the environment and are energy efficient.
 - 39
- 40 d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned
- 41 companies and women's business enterprises, whenever possible. Recipients of Federal
- 42 awards shall take all of the following steps to further this goal:
 - 43 1. Ensure that small businesses, minority-owned companies and women's business
 - 44 enterprises are used to the fullest extent practicable.
 - 45 2. Make information on forthcoming opportunities available and arrange time frames for
 - 46 purchases and contracts to encourage and facilitate participation by small businesses,
 - 47 minority-owned companies and women's business enterprises.
 - 48 3. Consider in the contract process whether firms competing for larger contracts intend to
 - 49 subcontract with small businesses, minority-owned companies and women's business
 - 50 enterprises.
 - 51 4. Encourage contracting with consortiums of small businesses, minority-owned companies
 - 52 and women's business enterprises when a contract is too large for one of these firms to
 - 53 handle individually.
 - 54
 - 55

1 5. Use the services and assistance, as appropriate, of such organizations as the Small
2 Business Administration and the US Department of Commerce Minority Business
3 Development Agency in the solicitation and utilization of small businesses, minority-
4 owned companies and women's business enterprises.
5

- 6 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable
7 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but
8 shall be appropriate for the particular procurement and for promoting the best interest of the
9 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of
10 construction cost" methods of contracting **shall not be used**.
11 f. Contracts shall be made only with responsible contractors who possess the potential ability
12 to perform successfully under the terms and condition of the proposed procurement.
13 Consideration shall be given to such matters as contractor integrity; compliance with public
14 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of
15 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or
16 accessibility to other necessary resources.
17

18 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-
19 wide exclusions in the System for Award Management (SAM), in accordance with the OMB
20 guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,
21 p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM
22 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by
23 agencies, as well as parties declared negligible under statutory or regulatory authority other
24 than Executive Order 12549.
25

- 26 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton
27 County, pre-award review and procurement documents, such as requests for proposals or
28 invitation for bids, independent cost estimates, etc., when any of the following conditions
29 apply:
30 1. A sub-recipient's procurement procedures or operation fails to comply with the
31 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
32 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at
33 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only
34 one bid or offer is received in response to a solicitation;
35 3. The procurement, which is expected to exceed the small purchase threshold, specifies a
36 "brand name" product.
37 4. The proposed award over the small purchase threshold is to be awarded to other than the
38 apparent low bidder under sealed bid procurement.
39 5. A proposed contract modification changes the scope of a contract or increases the contract
40 amount by more than the amount of the small purchase threshold.
41
42 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-
43 Federal entity that is a state agency or agency of a political subdivision of a state and its
44 contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by
45 the Resource Conservation and Recovery Act. The requirements of Section 6002 include
46 procuring only items designated in guidelines of the Environmental Protection Agency (EPA)
47 at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,
48 consistent with maintaining a satisfactory level of competition, where the purchase price of
49 the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal
50 year exceeded \$10,000; procuring solid waste management services in a manner that
51 maximizes energy and resource recovery; and establishing an affirmative procurement
52 program for procurement of recovered materials identified in the EPA guidelines.
53

54 **3. Travel**

55 The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of
56 Georgia with funds provided under this Agreement.

1
2 **4. Use and Reversion of Assets**

3 The use and disposition of real property and equipment under this Agreement shall be in
4 compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504,
5 as applicable, which include but are not limited to the following:
6

- 7 a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts
8 receivable attributable to the use of funds under this Agreement at the time of expiration,
9 cancellation or termination.
- 10 b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in
11 part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the
12 CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of
13 this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-
14 recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National
15 Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount
16 equal to the current fair market value of the property less any portion of the value attributable
17 to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such
18 payment shall constitute program income to the Grantee. The Sub-recipient may retain real
19 property acquired or improved under this Agreement after the expiration of the five-year
20 period, or such longer time as the Grantee deems appropriate.
- 21 c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement
22 is sold, the proceeds shall be program income (prorated to reflect the extent to which funds
23 received under this Agreement were used to acquire the equipment). Equipment not needed
24 by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee
25 for the CDBG program or (b) retained after compensating the Grantee (an amount equal to
26 the current fair market value of the equipment less the percentage of non-CDBG funds used
27 to acquire the equipment.
28

29
30 **IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

31 The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property
32 Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and
33 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement
34 and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)
35 governing optional relocation policies.

36 The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit
37 organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or
38 conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee
39 ordinances, resolutions and policies concerning the displacement of persons from their residences.
40

41 **X. Personnel and Participant Conditions**

42
43 **A. Civil Rights**

44 **1. Compliance**

45 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
46 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
47 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
48 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
49 Discrimination Act of 1975, and Executive Order 11063.
50

51 **2. Nondiscrimination**

52 The Sub-recipient will not discriminate against any employee or applicant for employment because
53 of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age,
54 marital/familial statues with regard to public assistance. The Sub recipient will take affirmative
55 actions to insure that all employment practices are free from such discrimination. Such employment

1 practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment
2 or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and
3 selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous
4 places, available to employees and applicants for employment, notices to be provided by the
5 contracting agency setting forth the provisions of this nondiscrimination clause.

6 **3. Land Covenants**

7 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-
8 352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired,
9 cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause
10 or require a covenant running with the land to be inserted in the deed or lease for such transfer,
11 prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy
12 of such land, or in any improvements erected or to be erected thereon, providing that the Grantee
13 and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-
14 recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take
15 such measures as are necessary to enforce such covenant and will not itself so discriminate.

16
17 **4. Section 504**

18 The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance
19 with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination
20 against the handicapped in any Federal assisted program. The Grantee shall provide the Sub
21 recipient with any guidelines necessary for compliance with that portion of the regulations in force
22 during the term of this Agreement.

23
24 **5. Fair Housing**

25 The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42
26 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of
27 Housing and Urban Development requires that grantees administer all programs and activities
28 related to housing and community development in a manner to affirmatively further the policies of
29 the Fair Housing Act.

30
31 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
32 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
33 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
34 County's fair housing certification. This provision is required because noncompliance by a unit of
35 general local government included in an urban county may constitute noncompliance by the
36 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
37 actions by the Department of Housing and Urban Development.

38
39 **6. Benefits to Legal Resident Aliens**

40 Under Section 214, the Secretary of Housing and Urban Development may not make financial
41 assistance available to an alien unless the alien both is a resident of the United States and is:

- 42
43 a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among
44 others, alien visitors, tourists, diplomats, and students who enter the United States
45 temporarily with no intention of abandoning their residence in a foreign country;
46
47 b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry
48 provisions of the INA];
49
50 c. an alien who has qualified ... [as a refugee or asylee];
51
52 d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney
53 General's parole authority] ...;

- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Reserved

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires

1 that to the greatest extent feasible opportunities for training and employment be given to low
2 and very low income. Residents of the project area and contracts for work in connection with
3 the project be awarded to business concerns that provide economic opportunities for low and
4 very low-income persons residing in the community in which the project is located.”
5

6 The Sub-recipient further agrees to ensure that opportunities for training and employment
7 arising in connection with a housing rehabilitation (including reduction and abatement of lead
8 based paint hazards), housing construction, or other public construction projects are given to
9 low and very low income persons residing within the area in which the CDBG funded project is
10 located; where feasible, priority should be given to low and very low income persons within the
11 service area of the project or the neighborhood in which the project is located, and to low and
12 very low income participants in other HUD programs; and award contracts for work undertaken
13 in connection with a housing rehabilitation (including reduction and abatement of lead based
14 paint hazards) housing construction, or other public construction projects are given to business
15 concerns that provide economic opportunities for low and very low income persons residing
16 within the municipality in which the CDBG funded project is located where feasible, priority
17 should be given to business concerns which provide economic opportunities to low and very low
18 income residents within the service are or the neighborhood in which the project is located, and
19 to low and very low income participants in other HUD programs.

20 The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which
21 would prevent compliance with these requirements.

22 **b. Notifications**

23 The Sub-recipient agrees to send to each labor organization or representative of workers with
24 which it has a collective bargaining agreement or other contract or understanding, if any, a notice
25 advising said labor organization or worker’s representative of this commitment under this
26 Section 3 clause and shall post copies of the notice in conspicuous places available to
27 employees and applicants for employment of training.
28

29 **c. Subcontracts**

30 The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate
31 action pursuant to the subcontract upon finding that the subcontractor is in violation of
32 regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity
33 where it has notice or knowledge that the latter has found in violation of regulations under 24
34 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary
35 statement of ability to comply with the requirements of these regulations.
36

37 **d. Compliance with Fulton County Section 3 Plan**

38 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan
39 attached as Exhibit F.
40

41 **D. Conduct**

42
43 **1. Assignability**

44 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written
45 consent of the Grantee thereto; provided, however, that claims for money due or to become due to
46 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust
47 company, or other financial institution without such approval. Notice of any such assignment or
48 transfer shall be furnished promptly to the Grantee.
49

50 **2. Subcontracts**

51
52 **a. Approvals**

53 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the
54 performance of this Agreement without the written consent of the Grantee prior to the execution
55 of such agreement.

1 **b. Monitoring**

2 The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract
3 compliance. Results of monitoring efforts shall be summarized in written reports and supported
4 with documented evidence of follow-up actions taken to correct areas of noncompliance.
5

6 **c. Content**

7 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included
8 in and made a part of any subcontract executed in the performance of this Agreement.
9

10 **d. Selection Process**

11 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
12 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
13 subcontracts shall be forwarded to the Grantee along with documentation concerning the
14 selection process.
15

16 **3. Hatch Act**

17 The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement,
18 shall be in any way or to any extent engaged in the conduct of political activities in violation of
19 Chapter 15 of Title V United States Code.

20 **4. Conflict of Interest**

21 The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts
22 of interest, and covenants that it presently has no financial interest and shall not acquire any
23 financial interest, direct or indirect, which would conflict in any manner or degree with the
24 performance of services required under this Agreement. The Sub-recipient further covenants that
25 in the performance of the Agreement no person having such a financial interest shall be employed
26 or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any
27 person who is an employee, agent, consultant, officer, or elected official or appointed official of the
28 Grantee, or of any designated public agencies or sub recipients which are receiving funds under
29 the CDBG Entitlement program.
30

31 **5. Lobbying**

32 The Sub-recipient hereby certifies that:

- 33
- 34 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
35 person for influencing or attempting to influence an officer or employee or an agency, a
36 member of Congress, an officer or employee of Congress, or an employee of a member of
37 Congress in connection with the awarding of any Federal contract, the making of any Federal
38 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
39 the extension, continuation, renewal, amendment, or modification of any Federal contract,
40 grant, loan or cooperative agreement.
 - 41 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
42 person for influencing or attempting to influence an officer or employee of any agency, a
43 member of Congress, an officer or employee of Congress, or an employee of a Member of
44 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
45 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
46 accordance with its instruction.
47
 - 48 c. It will require that the language of paragraph (d) of this certification be included in the award
49 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
50 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
51 disclose accordingly.
52
 - 53 d. Lobbying Certification
54 This certification is a material representation of fact upon which reliance was placed when

1 this transaction was made or entered into. Submission of this certification is a prerequisite
2 for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code.
3 Any person who fails to file the required certification shall be subject to a civil penalty or not
4 less than \$10,000 and not more than \$100,000 for each such failure.
5

- 6 e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award
7 exceeding \$100,000 must file the required certification. Each tier certifies to the tier above
8 that it will not and has not used Federal appropriated funds to pay any person or organization
9 for influencing or attempting to influence an officer or employee of any agency, a member of
10 Congress, officer or employee of Congress, or an employee of a member of Congress in
11 connection with obtaining any Federal contract, grant or any other award covered by 31
12 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes
13 place in connection with obtaining any Federal award. Such disclosures are forwarded from
14 tier to tier up to the non-Federal award.
15

16 **6. Rights to Inventions Made under Contract or Agreement**

17 If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the
18 recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit
19 organization regarding the substitution of parties, assignment or performance of experimental,
20 developmental, or research work under that “funding agreement,” the recipient or sub recipient
21 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit
22 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative
23 Agreements,” and any implementing regulations issued by the awarding agency.
24

25 **7. Religious Organization**

26 The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious
27 activities, to promote religious interest, or for the benefit of a religious organization in accordance
28 with the Federal regulations specified in 24 CFR 570.200(j).
29

30 **E. Code of Conduct**

31
32 The sub-recipient shall maintain written standards of conduct governing the performance of its
33 employees engaged in the award and administration of contracts. No employee, officer, or agent shall
34 participate in the selection, award, or administration of a contract supported by Federal funds if a real
35 or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or
36 agent, any member of his or her immediate family, his or her partner, or an organization which employs
37 or is about to employ any of the parties indicated herein, has a financial or other interest in the company
38 selected for an award.
39

40 The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities,
41 favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-
42 recipients may set standards for situations in which the financial interest is not substantial or the gift is
43 an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to
44 be applied for violations of such standards by officers, employees, or agents of the sub-recipient.
45

46 **XI. ENVIRONMENTAL CONDITIONS**

47
48 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that
49 the sub recipient does not assume the recipient’s environmental responsibilities described in 24 CFR
50 570.604 and the sub recipient does not assume the recipient’s responsibility for initiating the review process
51 under the provisions of 24 CFR.
52

53 **A. Air and Water**

54 The Sub recipient agrees to comply with the following requirements insofar as they apply to the
55 performance of this Agreement:
56

- 1 1. Clean Air Act, 42 U.S.C., 7401, et seq.
- 2 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318
- 3 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements
- 4 specified in said Section 114 and Section 308, as all regulations and guidelines issued
- 5 hereunder.
- 6 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended
- 7

8 **B. Flood Disaster Protection**

9 In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the
10 Sub recipient shall assure that for activities located in an area identified by FEMA as having special
11 flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained
12 a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
13

14 **C. Lead Based Paint**

15 The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance
16 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR
17 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that
18 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified
19 that such properties may include lead-based paint. Such notifications shall point out the hazards of
20 lead-based paint and explain the symptoms, treatment and precautions that should be taken when
21 dealing with lead-based paint poisoning and the advisability of blood lead level screening for children
22 under seven. The notice should also point out that if lead-based paint is found on the property,
23 abatement measures may be taken.
24

25 **D. Historic Preservation**

26 The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National
27 Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR,
28 Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties,
29 insofar as they apply to the performance of this Agreement.

30 In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation
31 and demolition of historic properties that are fifty years old or older that are included on a Federal, State
32 or local historic property list.
33

34 **E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

35 The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and
36 the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with
37 funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped
38 people.
39

40 **F. E.O. 12373 – Interagency Review**

41 The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG
42 Program only when funds will be used for the planning or construction (reconstruction or installation) of
43 water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not
44 include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.
45

46 **XII. SEVERABILITY**

47
48 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
49 thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
50

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF HAPEVILLE, GEORGIA

FULTON COUNTY, GEORGIA

Allan Hallman, Mayor
City of Hapeville

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

ATTEST

Sharee Steed
City Clerk

Tonya Grier, Clerk to the Commission

DATE:

DATE:

SEAL:

SEAL:

APPROVED AS TO CONTENT:

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lajuana C. Ransaw, City Attorney

Office of the County Attorney

DATE:

DATE:

Fulton County Community Development Block Grant Program

ATTACHMENT A- Project Description

City of Hapeville: John Lewis Park Improvements- Sensory Playground Equipment & Giant Slides

This project consists of installing new sensory playground equipment at John R. Lewis Memorial Park, as well as giant hill slides. Additional equipment will enhance visitor experience by providing children and families more locations to engage, play, and exercise.



**Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Hapeville: John Lewis Park Improvements-
Sensory Playground Equipment & Giant Hill Slides**

**City of Hapeville, in partnership with Fulton County Community Development Department, shall coordinate a CDBG project groundbreaking, ribbon cutting, or announcement type media event to include in the below project implementation schedule where feasible.*

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review, and approval	3/18/2025
Board of Commissioners Approval	Board of Commissioners Approve 2025 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	March 4, 2026
Award Letter	GY 2025 CDBG Award to City of Hapeville	March 2026
Mayor Council Approval of Hapeville Contract	Next Calendar for Mayor Council Approval	March 2026
Fulton County CDBG Contract	Contract Route for Execution	March 2026
Fulton County Notice to Proceed	Project Notice to Proceed to City of Hapeville	March 2026
Request for Proposals- Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consultants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts. The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	March 2026
Selection of Contractors Architects/Engineers/Consultants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	April 2026
Notice to Proceed to Contractor	City of Hapeville Notice to Proceed to Contractor/Award Conference/ Contract Execution	April 2026
Contract Provisions	The City of Hapeville shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	On Going
Design Phase by Contract Engineer	Design/Specifications (*underway)	January – March 2026
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	May - August 2026
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager..	4th Quarter 2026

**Fulton County Community Development Block Grant Program
ATTACHMENT C: PROJECT BUDGET
City of Hapeville: John Lewis Park Improvements- Sensory Playground
Equipment & Giant Hill Slides**

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, Consultant Fees etc.)	AUGUST 2026	\$120,000	\$0.00
Total for Grant Award Year 2025		\$ 120,000	\$0.00

HAPEVILLE REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Project Expenses	Reimbursement Projections	Submission Date
Project Consultant Fees	\$0.00	N/A
Project Consultant Fees	\$0.00	N/A
Construction Costs ▪ Labor Equipment/Supplies Consultant Fees	\$120,000	8//2026
TOTAL EXPENSES	\$120,000	

Note: An updated project budget and reimbursement schedule shall be provided upon City of Hapeville’s Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement. The final reimbursement in accordance with this agreement shall be submitted on or before August 31th 2026.

*****Please reference the Department of Community Development-Federal Programs Division Reimbursement Policy Guidelines when submitting reimbursement requests.***

Fulton County Community Development Block Grant Program

ATTACHMENT D:

City of Hapeville – City Park Improvements

Quarterly Performance Report

Municipality: **City of Hapeville** CDBG Funding Year: **2025**

Project Name: **John R. Lewis Park Improvements**

Administering Department: **City of Hapeville**

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **\$120,000.00**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Has CDBG spending occurred for this project? Yes No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of drawdowns within reporting period: _____

Total amount of drawdowns to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. **Narrative Description of Project Progress (attach additional sheets as necessary):**

III. **Project Issues, Considerations, or Problems (attach additional sheets as necessary):**

FY 2025 INCOME LIMITS SUMMARY

	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$24,000	\$27,400	\$30,850	\$34,250	\$37,650	\$43,150	\$48,650	\$54,150
Very Low Income (31%-50%)	\$40,000	\$45,700	\$51,400	\$57,100	\$61,700	\$66,250	\$70,850	\$75,400
Low Income (51%-80%)	\$63,950	\$73,100	\$82,250	\$91,350	\$98,700	\$106,000	\$113,300	\$120,600

FY 2024 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
---	--

**Prepared by
Municipality:**

Name and Title

Date: _____

Signature

Title: _____

**Approved by
Municipality:**

Name and Title

Date: _____

Signature

Title: _____

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

CD Specialist/ Project Manager Signature

Date: _____

Approved by Fulton County CD Manager

CD Manager Signature

Date: _____

Fulton County Community Development Block Grant Program ATTACHMENT D1: Year End Performance Report

Municipality: City of Hapeville CDBG Funding Year: 2025

Project Name: John R. Lewis Park Improvements

Administering Department: City of Hapeville

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$ 120,000.00

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Has CDBG spending occurred for this project? Yes No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of drawdowns within reporting period: _____

Total amount of drawdowns to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
 Actual Accomplishment: _____
 Total Number of Beneficiaries: _____
 Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

Commission District(s) Impacted: District 1 District 2 District 3
 District 4 District 5 District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome 1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	<input type="checkbox"/> Accessibility for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Affordability for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	<input type="checkbox"/> Accessibility for the purpose of providing Decent Housing	<input type="checkbox"/> Affordability for the purpose of providing Decent Housing	<input type="checkbox"/> Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

**Prepared by
Municipality:**

Name and Title

Date: _____

Signature

Title: _____

**Approved by
Municipality:**

Name and Title

Date: _____

Signature

Title: _____

Year End Report Reviewed by CDBG CD Specialist:

Date: _____

CD Specialist/Project Manager

Approved by Fulton County CD Manager

CD Manager Signature

Date: _____

Exhibit A

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT B
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2025

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an **external** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an **internal** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

GENERAL POLICY FOR CDBG MONITORING

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

COMPLIANCE CHECKLISTS

The County will utilize the CDBG monitoring checklist attached to this plan.

SITE VISIT PROCEDURES

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third-party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

**FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist**

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)	
	<input type="checkbox"/> Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	<input type="checkbox"/> Prevention and elimination of slums and blight	
	a.	National objective justification (describe):
	b.	National objective file documentation reviewed during monitoring visit (describe):
	c.	National objective regulatory citation:
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.
18.	Are the recordkeeping requirements of the CDBG regulations being followed:
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	National objective documentation <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what is the process for tracking, reporting, and using program income?
	Is the use of program income consistent with the terms of the written agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? <input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
	a.	Organizational chart? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	b.	Written definition of duties of key employees? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	c.	Formal system of authorization and supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	d.	Separation of duties? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	e.	Staff qualifications for accounting functions? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) <input type="checkbox"/> Yes <input type="checkbox"/> No	
	g.	Comparison of financial records to actual assets and liabilities performed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal	<input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal	<input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger	<input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	a.	Are journal entries approved and explained / supported?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

**FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process**

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Fulton County Community Development Block Grant Program

EXHIBIT D: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2026 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Hapeville
2	Subrecipient Unique Identifier Number (UEI)	G8LGEN6VNTB9
3	Federal Award Identification Number (FAIN)	B-25-UC-13-0003
4	Federal Award Date	10/1/2024-9/30/2033
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2025 End Date: 12/31/2027
6	Amount of Federal Funds Obligated by This Action	\$120,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$120,000.00
8	Total Amount of the CDBG Federal Award	\$1,254,161.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for the City of Hapeville John R. Lewis Park Improvements 488 King Arnold Street, Hapeville Georgia 30354.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Karen A. Morris Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients' records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Hapeville is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official X	Applicant City of Hapeville
Title Mayor	Date