



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 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>

May 5, 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. PLEDGE OF ALLEGIANCE:

5. INVOCATION:

6. PRESENTATIONS:

6.I. Proclamation 57th Annual Professional Clerk's Week.

Supporting Document(s):

1. Proclamation Honoring For The 57th Annual Professional Municipal Clerks Week

6.II. Legislative Update 2026

Background:

The 2026 State congressional session is closed. We have asked our attorneys to provide an update from the session, inclusive of bills that passed, bills that failed, and future congressional directions and legislations to have on our radar for the future.

Supporting Document(s):

1. Legislative Update 2026

6.III. 2026 - 2027 Insurance Update.

Background:

A presentation from our liability insurance broker, Gallagher Insurance, to review the 2026-2027 insurance renewal and guidance on the future of the insurance markets.

7. PUBLIC HEARING:

8. QUESTIONS ON AGENDA ITEMS:

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

9. CONSENT AGENDA:

- 9.I. Consideration and Action to Approve April 21, 2026, Mayor and Council Meeting Minutes.

Supporting Document(s):

04212026 Drafted Minutes

- 9.II. Consideration and Action to Approve April 21, 2026, Executive Session Meeting Minutes.

10. OLD BUSINESS:

11. NEW BUSINESS:

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

Background:

This will be the 12th Annual Represent Yourself 5K Walk/Run. The James M. & Erma T. Freemont Foundation is a 501(c)(3) organization. Proceeds from the 5K will benefit scholarships and other educational and financial literacy projects that the foundation provides. The Freemont Foundation has awarded over 110 scholarships since 2014 due to the generosity of community support. Our 5k course will be a USATF certificated course (AJC Peachtree Road Race Official Qualifying event) pending approval. The Foundation is looking to having the race this year on September 27th starting at 9:00 A.M. The race starts and ends at Jess Lucas Park. The event will include a mobile DJ who to provide entertainment for the participants, volunteers and staff. Expectations are for a total of 100–200 people throughout the day. The race will be preceded by a Kids Fun Run for children under the age of 12. The banner will be placed on the S. Central Avenue - facing fence of Jess Lucas Park on September 1st. Staff recommends approval of the event.

Supporting Document(s):

1. Freemont Foundation 5K
2. Hapeville Banner General Edited

- 11.II. Consideration and Action to Enter into an Agreement with the State of Georgia for the Bright from the Start Summer Food Service Program, and to Nominate Ashley Moody as Delegated Principal, and acceptance by Ashley Moody of this position as Principal.

Background:

The Summer Food Service Program (SFSP) is a federally funded, state-administered reimbursement program that provides free, nutritious meals to youth under 18 and adults with disabilities in low-income areas. Through this grant, the Recreation Department offers breakfast and lunch at no cost to children attending summer camp and those residing in the Hapeville area. The Hapeville Recreation Department has participated in this program for over a decade. Last year, the department received over \$12,000 in reimbursement after serving more than 2,800 breakfast and lunch meals over eight weeks. This is a non-matching reimbursement grant.

Supporting Document(s):

1. Del of Authority 2026

- 11.III. Consideration and Action to Approve a Resolution Amending the current Application of Water Rates for High Volume Users and Increasing the Flat Rate for Multi-Dwellings starting in January of 2027.

Background:

A recent review and discussion of our current water rates revealed a need to increase the current Multi-Dwelling Flat Rate of \$14.98 per thousand gallons to \$19.31 per thousand gallons to bring us in line with current rates in the surrounding areas. The review also revealed that the highest volume water users in the city were only being charged the highest tier rate for the last thousand gallons of water used, instead of being charged at the highest tier rate for all the water used, which was the original intent of the water conservation tiered rate structure recommended by the EPD. These changes will primarily affect non-residential water users and

will encourage water conservation for the highest volume users. The rates will go into effect on January 1, 2027.

Supporting Document(s):

1. Resolution for City Water Rate for Multi Family Dwellings -LCR 12.19.22 (03217969-2xA0B3B) (002)

- 11.IV. Consideration and Action to a Resolution Appointing And Authorizing Special Counsel To Represent The City Of Hapeville To Achieve A Service Delivery Strategy (“SDS”) Agreement

Background:

Every 10 years Georgia Department of Community Affairs (DCA) has counties and their corresponding cities, establish, review, and renew their Service Delivery Strategies (SDS) for services they provide. Cities and counties must complete their SDS agreements and have them filed with DCA in 2026. The City wishes to cooperate with its fellow Cities of Fairburn, South Fulton and Union City in negotiation, mediation, arbitration, and litigation and work jointly with and through Special Counsel, Andy Welch of Smith Welch Webb and White, to achieve an SDS agreement in accordance with the Service Delivery Act, O.C.G.A. 36-70-20 et seq. (“SDS Act”), in accordance with the provisions set forth in your packets this evening. Fees will be allocated by representative City size.

Staff recommends approval of hiring Andy Welch and Smith Welch Webb and White as special council for the Service Delivery Strategy negotiations with Fulton County.

Supporting Document(s):

1. Representation Resolution --Fulton Cities SDS - Hapeville- 04.27.2026
2. City of Hapeville SC Rep for SDS

- 11.V. Discussion on Current T Splost (II) Projects and Future T Splost (III) Funding.

Background:

This City of Hapeville is currently under construction with T Splost (II) projects and is ready for bidding on another project this summer. This November, another round of T Splost (III) funding will be on Fulton County ballots for voter approval. This referendum would not increase existing sales tax but would extend the current T Splost 0.75% sales tax. If approved by voters, the Local Option Sales Tax would provide the City of Hapeville with approximately \$ 5.9 million dollars in funding for transportation related funding. The City of Hapeville needs to provide a list of future transportation projects to Fulton County by May 31st.

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

- 15. EXECUTIVE SESSION:** *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

16. ADJOURN:

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

and afford our meeting attendees ample time for comments at the appropriate time during the meeting.



**PROCLAMATION HONORING THE 57TH ANNUAL
PROFESSIONAL MUNICIPAL CLERKS WEEK**

May 3 - 9, 2026

WHEREAS: The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS: The Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS: The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS: Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS: The Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS: Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS: It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk; and

THEREFORE, BE IT RESOLVED, recognize the week of May 3 through 9, 2026, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Sharee Steed and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

By: _____
Alan Hallman, Mayor

Attest: _____
Sharee N. Steed, City Clerk

Georgia Legislative Update 2026

LAJUANA RANSAW, ESQ.
JACOB BARLAR, ESQ.
SMITH, WELCH, WEBB, & WHITE, LLC

LEGISLATION SIGNED BY THE GOVERNOR

HB 413

SB 284

SB 566

HB 1000

HB 1199

HB973

HB 413: AGRICULTURE

- House Bill 413 prohibits local governments from adopting any ordinance, rule, regulation, or resolution from regulating crop management or animal husbandry practices involved in the production of agricultural or farm products on any private property or any livestock or owner located on any private property or public road.

SB 284: UNIFORM SECURITIES

- Senate Bill 284: Gives the Commissioner of Securities the power to issue an order to a person found to have been in violation of the act to return the principal dollar amount to investors, customers, or clients.

SB 566: AD VALOREM TAX

- Senate Bill 566: Expands the period of time within which taxpayers may apply for homestead exemptions up to the final date to file an appeal of the annual notice of current assessment.
- The bill further charges local tax officials with annually submitting a list of taxpayers that have been granted or denied homestead exemptions to the commissioner.
- The bill will also provide penalties for failing to report ineligibility for a homestead exemption.

HB 1000: INCOME TAX CREDIT

- House Bill 1000 provides a one-time tax credit to those who filed income tax returns for the 2024 and 2025 tax years.

HB 1199: INCOME TAX

- House Bill 1199 incorporates certain tax provisions of federal law into Georgia law.
- The Bill further provides tax credits for low-income buildings in the amount of \$100 million for taxable years 2026-2028.

HB973: SUPPLEMENTAL APPROPRIATIONS FOR 2025-2026 YEAR

- House Bill 973 increases the state budget by \$1.4 billion for the 2025-2026 fiscal year including \$50 million to address homelessness and a one-time \$2,000 bonus for state employees.
- The Bill further provides one-time income tax rebates and one-time property tax relief of up to \$500.

LEGISLATION PENDING THE GOVERNOR'S SIGNATURE

SB 141

HB 134

HB 244

HB 295

HB 304

HB 309

HB 463

HB907

HB 1129

HR 251

SB 146

SB 441

SB 447

HB 1009

HB 651

TAXES: SB 141, HB 134, HB 463

- Senate Bill 141 extends the time to file tax appeals from 30 days to 45 days.
- House Bill 134 provides a sales tax exemption for manufactured homes.
- House Bill 463 reduces the flat personal income tax rate and increases standard deductions, along with making a certain amount of tips and overtime tax-free. The Bill also raises deductions for dependents from \$4,000 to \$5,000.

SCHOOLS: HB 907, HB 1009,

- House Bill 907 requires certain local school systems to either have an agreement with a completion special school or provide certain education programs and services to students in grades nine through 12.
- House Bill 1009 extends the existing personal device ban in K-8 schools to high schools.

SCHOOLS CONTINUED HB 651

- House Bill 651 updates the requirements of automatic traffic enforcement cameras.
- The Bill exempts these cameras from the approval and design requirements for radar and laser devices.
- The Bill states that signs warning of automatic enforcement must include lights which flash.
- Further no case may be based on the use of automatic cameras unless the speed is 10 miles per hour over the speed limit.
- Cities found violating this law can face civil penalties between \$2,500 and \$5,000.

COURTS: HB 304, HR 251

- House Bill 304 creates the Georgia Municipal Court Clerks' Council to further the improvement of the municipal courts.
- House Resolution 251 proposes an amendment to the Constitution so that all probate judges shall be elected in non-partisan elections.

LOCAL GOVERNMENT: HB 244, HB 309, SB 441

- House Bill 244 provides for limited extensions for local governments to file their annual audits with the state auditor.
- House Bill 309 requires that any police force that was created by resolution or ordinance must only be abolished by resolution or ordinance, and the resolution or ordinance must be submitted to the electors to approve or deny.
- Senate Bill 441 requires that local government investment pools must be approved by the State Depository Board unless created under OCGA 36-83-6.

LOCAL GOVERNMENTS CONTINUED: HB 295

- House Bill 295 allows property owners to sue local governments for loss of property value or expense incurred if the local government does not enforce laws related to Homelessness.
- Such violations include: illegal public camping, loitering, obstructing public thoroughfares, panhandling, possession or use of controlled substances, shoplifting, or public intoxication/urination while trespassing on private property.

LOCAL GOVERNMENTS CONTINUED: HB 1129, SB 146, AND SB 447

- House Bill 1129 provides that local enterprise zones shall not qualify for exemption from state sales and use tax unless approved by the Governor or his designee.
- Senate Bill 146 provides protections for cemeteries and provides for civil penalties for failure to obtain property permits for cemeteries and provides civil action for the ability to enter upon land for the purpose of visiting ancestral graves.
- Senate Bill 447 speeds up construction permitting. It mandates that permit issuers have 20-14-day review period and if no approval has been issued the permit will automatically be approved.

LEGISLATION THAT FAILED TO PASS

SB 74

SB 382

HB 116

HARMFUL MATERIALS TO MINORS: SB 74

- Senate Bill 74 would subject librarians to criminal liability for failing to remove content from libraries that could be considered harmful to minors.
- This bill passed the Senate but failed to pass the House.

PROPERTY TAXES: HB 116 AND SB 382

- House Bill 116 would have initially eliminated homestead property taxes by 2032. The bill was later revised to cap property tax increases at 3% or the rate of inflation. This bill passed the Senate but failed to pass in the House.
- Senate Bill 382 would have prevented local governments and school systems from opting out of a statewide homestead tax exemption. This bill passed the Senate but failed to pass the House.



City of Hapeville

Property & Casualty Insurance Renewal Proposal

Gallagher Public Entity Atlanta Team
5.5.2026



Insurance | Risk Management | Consulting

Insurance Program

Comparative Analysis

Program Details	2025-2026			2026-2027			Cost Comparison		
	Proposed Program	Rating Basis	Proposed Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability		\$7,642,565 <i>Payroll</i>	\$49,736		\$8,223,313 <i>Payroll</i>	\$68,826	7.6%	38.4%	30.8%
Public Officials Liability		\$7,642,565 <i>Payroll</i>	\$51,710		\$8,223,313 <i>Payroll</i>	\$65,608	7.6%	26.9%	19.3%
Law Enforcement Liab.		35 <i>Officers</i>	\$77,020		35 <i>Officers</i>	\$80,410	0.0%	4%	4.4%
Automobile Liability		128 <i>Vehicles</i>	\$113,584		106 <i>Vehicles</i>	\$146,429	-17.2%	28.9%	46.1%
Auto Physical Damage Valuation	ACV	128 <i>Vehicles</i>	\$38,357	ACV	106 <i>Vehicles</i>	\$50,411	-17.2%	31.4%	48.6%
Crime		143 <i>Employees</i>	\$3,525		143 <i>Employees</i>	\$3,525	0.0%	0.0%	0.0%
Property & Equipment Total Insured Values	\$32,353,145	\$31,156,220 <i>Property Values</i>	\$70,701	\$33,295,972	\$32,099,047 <i>Property Values</i>	\$72,768	3.0%	2.9%	-0.1%
Equipment Breakdown		\$31,156,220	\$3,770		\$0	\$3,884	-100.0%	3.0%	103.0%
Excess Liability Per Occurrence	Included	<i>Blended Rate</i>	Incl	Included	<i>Blended Rate</i>	Incl			
GIRMA Contributions			\$408,403			\$491,861	-5.8%	20.4%	26.3%
Dividends/Credits			(\$12,359)			(\$5,694)			
GIRMA Net Contributions			\$396,044			\$486,167	-5.8%	22.8%	28.6%
Broker Fee			\$22,000			\$22,000			0.0%
Grand Total Cost			\$418,044			\$508,167	-5.8%	21.6%	27.4%

Program Details	2025-2026			2026-2027			Cost Comparison		
	Proposed Program	Rating Basis	Proposed Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Excess Workers Compensation WC Limit	Statutory	\$7,642,565 <i>Payroll</i>	\$114,984	Statutory	\$8,223,313 <i>Payroll</i>	\$125,532	7.6%	9.2%	1.6%
Excess Work Comp Buffer		\$7,642,565 <i>Payroll</i>	\$36,364		\$8,223,313 <i>Payroll</i>	\$40,513	7.6%	11.4%	3.8%
Cyber Liability		\$17,483,960 <i>Revenue</i>	\$8,580		\$19,516,275 <i>Revenue</i>	\$9,672	11.6%	12.7%	1.1%
Excess Crime		143 <i>Employees</i>	\$2,671		143 <i>Employees</i>	\$2,671	0.0%	0.0%	0.0%
Municipal Workforce AD&D		143 <i>Employees</i>	\$3,638		143 <i>Employees</i>	\$3,819	0.0%	5.0%	5.0%
Terrorism & Sabotage Package		\$32,516,483 <i>TIV</i>	\$33,265		\$33,295,972 <i>TIV</i>	\$33,265	2.4%	0.0%	-2.4%
Ancillary Lines Total			\$199,502			\$215,472	4.9%	8.0%	3.1%

Total Insurance Costs			\$617,546			\$723,639	-0.5%	17.2%	17.7%
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DISCLAIMER: Premium includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

Thank You



Legal Disclaimer

Gallagher provides insurance, risk management and consultation services for our clients in response to both known and unknown risk exposures. When providing analysis and recommendations regarding potential insurance coverage, potential claims and/or operational strategy in response to national emergencies (including health crises), we do so from an insurance/risk management perspective, and offer broad information about risk mitigation, loss control strategy and potential claim exposures. We have prepared this commentary and other news alerts for general informational purposes only and the material is not intended to be, nor should it be interpreted as, legal or client-specific risk management advice. General insurance descriptions contained herein do not include complete insurance policy definitions, terms and/or conditions, and should not be relied on for coverage interpretation. The information may not include current governmental or insurance developments, is provided without knowledge of the individual recipient's industry or specific business or coverage circumstances, and in no way reflects or promises to provide insurance coverage outcomes that only insurance carriers control. Gallagher publications may contain links to non-Gallagher websites that are created and controlled by other organizations. We claim no responsibility for the content of any linked website, or any link contained therein. The inclusion of any link does not imply endorsement by Gallagher, as we have no responsibility for information referenced in material owned and controlled by other parties. Gallagher strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources. Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, LLC (License Nos. 0D69293 and/or 0726293).

Maria Rodriguez

From: noreply@civicplus.com
Sent: Friday, April 24, 2026 11:38 AM
To: Wayne Stephens; Fabiola Tadeo; Ashley Moody; Sharee Steed; Maria Rodriguez
Subject: Online Form Submittal: Hapeville Event Request Form

Hapeville Event Request Form

Contact Information

Please note that approval by the Hapeville Mayor and Council may be required for events that include any of the following:

- More than 75 attendees
- Use of City staff, services, utilities, or the placement of a banner on City property
- Charges for admission or other event activities

After you submit this form, you will be contacted regarding date availability, cost estimates, and, if applicable, a date to go before the Mayor and Council for approval (typically either the 1st or 2nd Tuesday of each month).

Today's Date	4/24/2026
Contact Person	Joi Freemont
Name of Organization	James M. & Erma T. Freemont Foundation
Full Mailing Address	606 S. Central Avenue
City	HAPEVILLE
State	GA
Zip Code	30354
Telephone #:	4047611659
Cell #:	<i>Field not completed.</i>

E-mail Address info@freemontfoundation.com

Event Information

Name of the Event: Represent Yourself 5K Run/Walk

Date of the Event: 09/26/2026

Start time: 9 AM

End time: 12 PM

Arrival Time for Set-Up 6 AM

Location of the Event: Jess Lucas Park

If other was selected, please explain *Field not completed.*

How many attendees? 150

Banner: Yes

If yes, where is the banner to be placed?: Jess Lucas Park fence at South Central Avenue

Specify dates banner will hang in proposed location: 8/15/2026 - 9/27/2026

If placing a banner on City property, provide a description of the banner (measurements, color, etc.): *Field not completed.*

Upload a pdf version of the banner: [Hapeville banner general.png](#)

**Banners placed on the Jess Lucas Park fence facing S. Central Avenue must be placed to the left of the telephone pole of Christ Church.*

Will there be alcohol at this event? No

Will there be a DJ/Music at this event? Yes

Additional information about this event:

This will be the 12th Annual Represent Yourself 5K Walk/Run. The James M. & Erma T. Freemont Foundation is a 501(c)(3) organization. Proceeds from the 5K will benefit scholarships and other educational and financial literacy projects that the foundation provides. The Freemont Foundation has awarded over 110 scholarships since 2014 due the generosity of community support. Our 5K course will be a USATF certificated course (AJC Peachtree Road Race Official Qualifying event) pending your approval. Here's a link to our race website: 12th Annual Represent Yourself 5K. We are looking to have the race this year on September 27th starting at 9:00 am. The race starts and ends at Jess Lucas Park (map attached). Management will be on site, including myself and Start 2 Finish Event Management. We have a mobile DJ who will provide entertainment for the participants, volunteers and staff. We plan for a total of 100-200 people throughout the day. No alcohol will be served or allowed. We will need access to power, bathrooms and trash cans.

Volunteers will arrive a 6:00 AM and registration begins at 8:00 AM. The race will be preceded by a Kids Fun Run for children under the age of 12.

The banner will be placed on the S. Central Avenue - facing fence of Jess Lucas Park on September 1st.

City Services

Check all that apply

Road Closures

Do you need City Staff to assist you with your event

Yes

If yes, please specify:

City of Hapeville Police - road closures

If requesting road closures, please specify which roads:

Field not completed.

Will there be a charge for admission or other event activities?

Yes

If yes, please specify:

Participants pay for 5K registration

Vendor(s)

Will there be food vendors?	No
Required to check box	I understand that it is the responsibility of the event organizer to ensure that all food vendors obtain a Transient Vendor or Mobile Food permit from the City Clerk.
Will there be any other kinds of vendors? If so, what will they be selling?	none
Required to check box	I understand that it is the responsibility of the event organizer to ensure that all non-food vendors obtain a Transient Vendor permit from the City Clerk.

Liability Insurance

Do you or the organization currently possess liability insurance?	Yes
Required to check box	I understand that I may be required to provide a certificate of insurance totaling \$1,000,000 General Liability for events that require Mayor and Council approval.

Road Closure Request

An application for temporary road closure will be needed with the Hapeville Police Department. [Please click here to submit a request.](#)

Email not displaying correctly? [View it in your browser.](#)





4th Saturday in September

Register at FreemontFoundation.com



BRIGHT FROM THE START

Georgia Department of Early Care and Learning
2 Martin Luther King Jr. Drive, SE, Suite 754, East Tower, Atlanta, Georgia 30334

DELEGATION OF AUTHORITY FROM AN OFFICER TO A PRINCIPAL

I, Alan Hallman am the Mayor of City of Hapeville, and
(Officer's Name) (Title) (Name of Organization)

hereby grant authorization to Ashley Moody, as a legal employee, to act on the behalf of
(Principal's Name)
City of Hapeville while conducting business and/or activities pertinent to administering and/or
(Name of Organization)

operating the SFSP Food Program.
(CACFP or SFSP)

Ashley Moody is to be considered an agent of the City of Hapeville and therefore
(Principal's Name) (Name of Organization)

the signature of said agent is binding and causes the City of Hapeville to assume all responsibilities connected to or
(Name of Organization)
associated with the signature as they may relate to City of Hapeville SFSP Food Program business.
(Name of Organization) (CACFP or SFSP)

I, Ashley Moody understand that it is my sole responsibility to grant and terminate any such authorization and
(Principal's Name)
to ensure that Bright from the Start receives notice of such grant or termination within 30 days. The attached documentation demonstrates
my appointment as Officer, and/or documentation supporting the governing board's approval of the delegation of authority
to Ashley Moody.
(Principal's Name)

I, Ashley Moody, hereby accept my appointment as Principal of with City of Hapeville with all
(Principal's Name) (Name of Organization)
duties and responsibilities pertinent to this appointment.

I, Ashley Moody, hereby declare that I have fully read Bright from the Start's Participation Agreement and
(Principal's Name)
understand the terms and conditions of the agreement.

Signature of Officer
Title:
Date:

Ashley Moody
Signature of Delegated Principal
Title: Program Coordinator
Date: 01/21/2026

Legal Name of Organization: City of Hapeville

Sworn to and Subscribed before me
This _____ day of _____ 20 _____

Notary Public Signature: _____ My Commission Expires: _____

RESOLUTION 2026-

A RESOLUTION AMENDING THE APPLICATION OF WATER RATES FOR LARGE VOLUME CUSTOMERS AND INCREASING THE FLAT RATE FOR MULTI-DWELLINGS IN THE CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR SEVERABILITY; AND OTHER PURPOSES

WITNESSETH:

WHEREAS, the Mayor and Council of the City of Hapeville, empowered and authorized as the governing authority for the City of Hapeville, shall annually establish, by resolution, a rate at which water services are charged by the City of Hapeville to its customers; and,

WHEREAS, pursuant to a contract with the City of Atlanta, the City of Hapeville purchases and receives the municipal water it provides to its customers as a wholesale water customer of the City of Atlanta; and,

WHEREAS, the City of Hapeville has previously charged large volume customers the highest tier rate for the last 1000 gallons of water used, but now finds it in the best interest of the City and the welfare of citizens to increase water rates for large volume customers such that large volume customers pay the highest tier price, as stated in the City's water fee schedule, for all of the water used; and

WHEREAS, the City of Hapeville finds it in the best interest of the City and the welfare of citizens to increase water rates for Multi-Dwelling customers from \$14.98 per thousand gallon to \$19.31 per thousand gallon.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, AS FOLLOWS:

- 1. Approval by Mayor and Council for Change in Billing Structure for Large Volume Customers.** Mayor and Council hereby approve and establish that large volume customers, as defined by the rate of water consumption and usage, shall pay the highest tier rate for all water services received from the City.
- 2. Approval by Mayor and Council for Multi-Dwelling Customers.** Mayor and Council hereby approve and increase the water rates for Multi-Dwelling customers from \$14.98 per thousand gallon to \$19.31 per thousand gallon.
- 3. Authorization to Execute Documents.** The Mayor, City Manager, and Public Works Director are hereby authorized to execute any and all documents necessary to implement the increase in water rates as set forth herein.

4. **Attestation.** That the Hapeville City Council hereby authorizes the City Clerk or Assistant City Clerk to attest the signature of the Mayor appearing on the documents, to affix the official seal of the City thereto as necessary to effectuate this Resolution, and to place this Resolution and an executed copy of all documents among the minutes or official records of the City for future reference.
5. **Effective Date.** The billing structure change for large volume customers and rate increase for Multi-Dwelling customers, set forth herein, shall become effective on January 1, 2027.
6. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
7. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

BE IT RESOLVED this April _____, 2026

CITY OF HAPEVILLE, GEORGIA

ALAN HALLMAN, MAYOR

ATTEST:

SHAREE STEED, CITY CLERK

(seal)

APPROVED BY:

LAJUANA RANSAW, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION APPOINTING AND AUTHORIZING SPECIAL COUNSEL TO REPRESENT THE CITY OF HAPEVILLE TO ACHIEVE A SERVICE DELIVERY STRATEGY (“SDS”) AGREEMENT AS REQUIRED UNDER THE LAWS OF THE STATE OF GEORGIA; TO AUTHORIZE SAID COUNSEL TO ASSIST IN THE PREPARATION, NEGOTIATION, MEDIATION, ARBITRATION, AND LITIGATION OF SDS; APPROVE JOINT REPRESENTATION; REPEAL INCONSISTENT PROVISIONS; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the City of Hapeville (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to its residents; and

WHEREAS, the City wishes to cooperate with its fellow Cities of Fairburn, South Fulton and Union City in negotiation, mediation, arbitration, and litigation and work jointly with and through Special Counsel to achieve an SDS agreement in accordance with the Service Delivery Act, O.C.G.A. 36-70-20 et seq. (“SDS Act”); and

WHEREAS, the Mayor and City Council in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare of the citizens of the City, have determined it to be in the best interest of the citizens of the City, that this Resolution be adopted.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, AS FOLLOWS:

1. Retention of Special Counsel. The City hereby retains Andrew J. (Andy) Welch, III, and the law firm of Smith Welch Webb & White (“Special Counsel”) to represent the City jointly with other cities which adopt a like Resolution under the terms set forth in the joint-representation letter dated April 24, 2026, and attached hereto and incorporated herein as Exhibit “A.” The Mayor or a majority of the City Council may ask Special Counsel to appear and provide an update on the status of the proceedings to the City Council as a whole in accordance with the Open Meetings Act.
2. Authorization to Special Counsel. The City hereby authorizes Special Counsel to acknowledge service of the on behalf of the City; to represent the City jointly with other cities to negotiate, mediate, arbitrate, and litigate to secure a SDS agreement in accordance with the SDS Act and laws of the State of Georgia.
3. Scope of Representation Limited. The City acknowledges that the scope of the representation and the corresponding attorney-client relationship shall extend to obtaining a SDS agreement with Fulton County and other cities. Special Counsel

shall not be deemed to represent the City for any other purpose unless or until a separate engagement agreement is entered. Additionally, the City agrees that it will not raise a conflict of interest with respect to Special Counsel's representation adverse to the City in other actions (such as eminent domain, zoning, personal injury, employment matters, etc.). If requested by Special Counsel, the City shall also sign any reasonable request for a waiver of any conflict of interest.

4. Representation of City to Special Counsel. The City represents that it will pay its portion of legal fees, expert witness fees, and all other costs and expenses incurred by Special Counsel.
5. Designated Representation of the City. The Mayor, or his/her designee, is hereby designated and authorized to serve as the City's representative for SDS negotiations, mediation, arbitration, and litigation, and will be the City's point of contact for all communications between Special Counsel and the City.
6. Authority to Approve SDS Agreement. Approving a SDS agreement with the County and other cities requires approval by the majority vote of the Mayor and City Council.
7. Joint Representation and Waiver of Confidentiality. The City acknowledges that Special Counsel will represent it jointly with other cities which likewise retain Special Counsel to represent their interest in negotiation, mediation, arbitration, and litigation (and appeals if necessary) of a SDS agreement with Fulton County and other cities. The City warrants that its governing body has read the joint-representation letter dated April 24, 2026 and attached hereto and incorporated herein as Exhibit "A" and no conflict of interest exists at this time between the City and any other of said cities with respect to the joint representation contemplated in this Resolution. Should a conflict of interest arise, the City agrees to promptly notify Special Counsel in writing and allow Special Counsel to continue representation so long as continued representation does not violate the Georgia Rules of Professional Conduct. The City has had the opportunity to discuss the terms of this Resolution and said letter with its attorney of choice and hereby waives its right to confidentiality with Special Counsel and the other jointly represented cities with respect to Special Counsel performing the representation contemplated in this Resolution. The Mayor is hereby authorized to execute the Acknowledgment of joint representation which includes, among other things, a waiver of confidentiality and nondisclosure agreement.
8. Additional Documents. The City Council authorizes the Mayor to execute any documents, including those necessary for negotiation, mediation, arbitration, and litigation which may be necessary to effectuate this Resolution.
9. Attestation. The City Council does hereby authorize the City Clerk to attest the signature of the Mayor appearing on this Resolution and any related documents, to affix the official seal of the City thereto, as necessary, and to place this

Resolution and an executed copy of any related documents among the official records of the City for future reference.

10. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
11. Repeal of Conflicting Provisions. All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
12. Effective Date. This Resolution shall take effect immediately.

THIS RESOLUTION adopted this ____ day of _____, 2026.

Alan Hallman, Mayor

ATTEST:

Sheree Steed, City Clerk
(SEAL)

Ernest M. Smith (1911-1992)
A. J. Welch, Jr. (1944-2018)
John P. Webb, PC
William A. White, PC
Andrew J. Welch, III, PC (NY & GA)
L. Scott Mayfield
Marc A. Avidano (FL & GA)
David M. Waldroup
Andrew J. Gebhardt
R. Brian Strickland
Elizabeth P. O'Neal
Megan Murren Rittle (GA & AL)
Lajuana C. Ransaw
Warren M. Tillery
Orion G. Webb
Grant E. McBride
Bianca K. Davis
Miranda N. Hanley
Brandon F. Palmer



SMITH WELCH
WEBB & WHITE^{llc}

ATTORNEYS AT LAW

TRUSTED SERVICE FOR A LIFETIME

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Amber D. Porter
Morgan R. Thomas
Billy J. Thomas, Jr.
Jacob S. Barlar
Catherine A. Hare
Samuel P. Pompeo

April 24, 2026

Mayor Alan Hallman
City of Hapeville
3468 North Fulton Avenue
Hapeville, Georgia 30354

RE: 2026 Service Delivery Strategy (SDS) – Fulton County
Representation of Special Counsel

Dear Mayor Hallman:

The Cities of Hapeville, Fairburn, South Fulton and Union City (hereinafter referred to as “Cities”) all of Fulton County, Georgia, have requested that this firm represent them all collectively as Special Counsel in the above referenced Service Delivery Strategy (“SDS”) negotiations, mediation, arbitration, and litigation (“Proceedings”). Our engagement as Special Council presents certain ethical issues requiring each of your Cities’ understanding and consent. Set forth below are the proposed terms for our joint representation of the City and the other Cities in connection with the Proceedings.

I. Introduction

We appreciate that you would like us to represent the City of Hapeville (“City”) as Special Counsel. Although we do not believe that representation of the City in the Proceedings precludes us from representing any other City of Fulton County, we must take steps required by the Georgia Rules of Professional Conduct to address any potential conflict that may arise between you and other cities as a result of this matter. The potential problem that lies here is that we have been retained as Special Counsel to represent your City and other cities in these Proceedings. As you can see, there are multiple parties being represented by Special Counsel in this matter.

Additionally, our firm handles a wide variety of matters representing diverse clients across the state. As a result, there may be instances where our representation of another client may be adverse to the City, such as in the context of eminent domain, zoning, code enforcement, employment, workers compensation or personal injury. As a result, this letter shall discuss the material risks and reasonable alternatives associated with engaging this

firm in the limited scope of SDS Proceedings while simultaneously waiving conflicts of interest for other, unrelated matters.

At the outset, you should know that, in analyzing whether it is appropriate to represent more than one city, the test is not whether there is a “conflict of interests.” Although we all frequently use that term, a more detailed analysis is appropriate when considering joint representation of multiple parties.

II. The Applicable Rules of Conduct.

The Georgia Rules of Professional Conduct, Rule 1.7, utilize a test that involves the question of whether the professional judgment of an attorney is likely to be adversely affected, which involves four steps for compliance. First, we must consult with each potential client’s representatives concerning this issue after you all have read this letter. Second, all cities must receive written disclosure of the material risks of the representation, which are addressed in this letter. Third, all cities must receive an opportunity to consult with independent counsel. (Please let this letter serve as your notice that you may discuss this issue with another lawyer of your choosing). Fourth, all Cities must consent to this joint representation. (The consent must be given by action of the governing body of your City.)

III. Full Disclosure

In order to fully comply with Rule 1.7(b), we must disclose the material risks involved in our representation. This will be divided into two sections. The first is with respect to our joint representation of your City and Hapeville, Fairburn, and Union City in the context of these SDS Proceedings. The second will be with respect to other instances beyond the limited scope of SDS Proceedings in which our firm may represent clients with interests adverse to the City.

A. Material risks for joint representation in SDS.

First, with respect to the attorney-client privilege, we advise you that any information disclosed by the Cities to us in connection with this engagement will not be protected by the privilege in subsequent legal proceedings asserted by or against you involving any jointly represented city. Moreover, we believe we cannot effectively represent you if information disclosed to us by any jointly represented city must be preserved by us in confidence from the other Cities. If we are to represent all parties, it will only be on the express understanding that each jointly represented city has waived the attorney-client privilege to the extent, but only to the extent, that the privilege might otherwise require us to preserve in confidence information disclosed by one jointly represented city to us from another jointly represented city in these Proceedings.

The second material risk would be that any one of the parties could disclose information learned from the other parties during this representation to other cities, Fulton County or some third party. This risk may be resolved through the execution of a confidentiality agreement. By execution of this letter of understanding and your adoption of the related Resolution, you agree to maintain all information obtained in the course of this representation in the strictest of confidence, and not to disclose such information to any other city, not included in our joint representation, Fulton County, or third party without the prior written consent of the authorized representative of each jointly represented city.

Another material risk would be that these Proceedings may result in terms that are more or less advantageous to one jointly represented city as compared to another jointly represented city. The risk is negligible because for an SDS agreement to be enforceable, the SDS statute requires the approval of all cities with populations of 9,000 or more citizens based on the last US census and no less than 50% of the cities with populations under 9,000 must approve the agreement. (*See*, O.C.G.A. § 36-70-25.) Except for Hapeville, all cities have populations which exceed that threshold. Furthermore, there are only three cities in Fulton County with populations under 9,000: Hapeville, Palmetto, and Mountain Park. Therefore, it is highly improbable that any of these required cities to the SDS agreement would veto the agreement by refusing to sign, but it is a possibility. Please understand that if any one of you do not agree to the terms, then a conflict would arise, and our representation would cease. Furthermore, at this time, I am unaware of any disagreement among the Cities which would negate our joint representation. I understand that the Cities wish to accomplish the purpose of the SDS Act (*see*, O.C.G.A. § 36-70-20), and execute an agreement that satisfies the required components and criteria prescribed by the SDS Act (*see*, O.C.G.A. §§ 36-70-23, 36-70-24). Finally, each jointly represented city has the additional protection of its own local city attorney.

By executing the Acknowledgment enclosed and approving the associated Resolution, City accepts the above agreement and understanding of the waiver. If said understanding and agreement is not acceptable, then a conflict may arise which may prevent our continued representation of all Cities. The potential for conflict is also minimized because the final SDS agreement should be approved by your governing body.

By signing the Acknowledgement attached hereto, the City warrants that no conflict of interest exists at this time between it and any other city with respect to the joint representation contemplated in this letter. Should a conflict of interest arise, you agree to promptly notify Special Counsel in writing and allow Special Counsel to continue representation so long as continued representation does not violate the Georgia Rules of Professional Conduct; and otherwise consent to Special Counsel's withdrawal. Furthermore, should Special Counsel have to withdraw from representation of the Cities, by signing the Acknowledgement attached hereto, Special Counsel will still continue to serve as the City's general counsel outside of this Special Counsel representation.

You should be aware that Special Counsel will work diligently to achieve the respective goals of the group and obtain an SDS distribution certificate with Fulton County. Furthermore, it is the understanding of the parties that the legal fees and costs of mediation and litigation incurred in this matter shall be billed to the City based upon an apportionment of fees and costs among the Cities based on their respective populations as a percentage of their collective total population as derived from the 2020 decennial census, as shown the following table.

CITY	2020 POPULATION % of Fulton County	Percent Allocation based on 100%
Hapeville	1.3131	4.17%
Fairburn	3.3029	10.48%
South Fulton	21.5283	68.30%
Union City	5.3763	17.05%
Total		100%

B. Material risks of waiving conflicts beyond the scope of our firm’s representation of the City in SDS

There may be instances in which our firm represents clients in connection with eminent domain, zoning, code enforcement, employment disputes, workers compensation, personal injury, etc... (“Other Actions”), adverse to the City. As a result, there is the potential for this firm to represent the City in the limited context of this SDS Negotiation while simultaneously representing other clients against the City in future litigation.

The material risk of this is minimal because the scope of our representation is limited to representing the City in SDS. As such, there would be no cross-over into Other Actions. With respect to information gained through the limited scope of the attorney-client relationship between this firm and the City in these Proceedings, the Georgia Rules of Professional Conduct do not allow lawyers in this firm to use such information to the disadvantage of the City. To provide adequate assurances to the City regarding our sincerity in complying with Rule 1.6, our firm proposes to restrict access to the electronic file and other documents to only those lawyers who are actively working on the limited scope of the representation of the City in these Proceedings. Furthermore, we believe that representation of another party in Other Matters against the City is permitted so long as the matters are substantially unrelated.

By signing the Acknowledgment attached hereto, the City warrants that it will not raise a conflict of interest by virtue of lawyers in Special Counsel’s firm representing other clients in subject matters different from SDS against the City on the basis of Special Counsel’s firm representing the City in these Proceedings. The City also agrees that it will sign any waiver of a conflict of interest reasonably requested by Special Counsel’s firm for matters outside the scope of this limited engagement for SDS Proceedings; provided that, Special Counsel’s firm can demonstrate that such successive representation against the City in Other Actions complies with the Georgia Rules of Professional Conduct regarding the availability of a waiver.

IV. Fees.

City agrees to pay Special Counsel for representation of City at the following rates:

<u>Position</u>	<u>Rate</u>
Attorneys (partners)	\$400 per hour
Attorneys (associates)	\$350 per hour
Legal Asst./Paralegal	\$150 per hour

City agrees to pay any and all expenses incurred by Special Counsel or his representative on City's behalf as the same accrue, including, but not limited to, court costs,

official fees, depositions and investigations at percentage of the total costs and fees incurred, which will be submitted to Special Counsel within fourteen (14) days of receipt of same. The City agrees to pay five percent (5%) of all charges as an administrative fee, which includes but is not limited to copying fees, fax fees, postage, etc.

Special Counsel agrees to maintain complete and accurate records of time spent in the representation of City and to send City regular periodic billings, describing the services rendered by Special Counsel on City's behalf during the period following the last such billing and showing the amounts earned as fees.

Special Counsel shall bill City approximately once a month. City agrees to pay all sums due and owing for legal fees and expenses within thirty (30) days of the receipt of each statement for services rendered with a balance due. In the event City fails or refuses to pay amounts due and owing, and fails to make payment arrangements satisfactory to Special Counsel within ten (10) days of the receipt by City of any request by Special Counsel to pay an overdue bill for services or expenses, City consents to the withdrawal by Special Counsel as counsel for City upon notice as provided in Uniform Superior Court Rule 4.3. In the event it is necessary to pursue legal means to obtain payment for professional services or expenses, City agrees to pay the amounts owed plus all reasonable attorney fees and all costs incurred to collect.

In the event City maintains a balance which is more than thirty (30) days past due, Special Counsel shall have the right to charge interest on that past due balance at the rate of one and one-half (1.5) percent per month or eighteen (18%) percent per annum until paid.

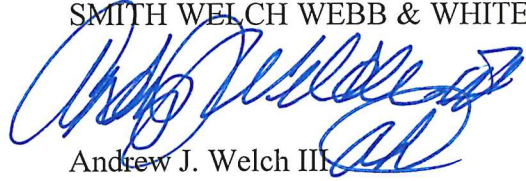
If in the Proceedings the Court should award City fees and expenses of litigation to be paid by the adverse party for Special Counsel's representation of City, then that award, when paid over to Special Counsel, will be applied to the total fee earned by Special Counsel and the expenses incurred. City is responsible for the payment of any deficiency between the total fees and the amount of the award. If the award exceeds the total of the fees and expenses, plus any additional amounts previously paid to Special Counsel by City, City shall be entitled to a refund of the excess.

City understands that Special Counsel has not represented nor guaranteed that the fees earned by Special Counsel in representing City are limited in amount, except as to the hourly rates set forth in this Contract. City understands that the total fee to be earned pursuant to this Contract will be calculated by multiplying the total number of hours or fraction thereof spent by Special Counsel by the appropriate rates as set forth above.

V. Conclusion

So that we can continue this engagement, please adopt the corresponding resolution and acknowledge your agreement with the terms of this letter by signing the Acknowledgement form attached to this letter and return it to me at your earliest convenience. I look forward to working with you on this matter.

With kindest regards,
Special Counsel
SMITH WELCH WEBB & WHITE



Andrew J. Welch III

Enclosure

ACKNOWLEDGMENT

The governing body for the City of Hapeville, (hereinafter collectively the “City”) has reviewed the letter regarding joint representation dated April 24, 2026, and acknowledges that the City has been given an opportunity to ask any questions to its satisfaction and to hire its own lawyer to represent it in these Proceedings. The City realizes that there are areas where its interests and objectives may differ from other cities in these Proceedings, and that there may be areas of potential conflicts of interest in the joint representation of it and other cities in these Proceedings. After careful consideration, the City requests that Smith Welch Webb & White (as Special Counsel) represent it jointly and in accordance with the above-referenced letter and the associated Resolution retaining Special Counsel. The City also understands and agrees that communications and information that its officers, employees, and agents receive from Special Counsel relating to these Proceedings are not privileged as to the cities jointly represented by Special Counsel in these Proceedings, and agrees to hold the communications and information it obtains from such other cities concerning these Proceedings in the strictest of confidence. Furthermore, should Special Counsel have to withdraw from representation of the City or cities jointly, by signing the Acknowledgement attached hereto, the City agrees to waive any objection to Special Counsel’s continued representation of just the City of Hapeville in these Proceedings and any other matter because Special Counsel serves as the City of Hapeville’s general counsel. Finally, the City agrees that it is being represented by Special Counsel in the limited context of SDS in these Proceedings and that this limited representation does not create a conflict of interest by which lawyers in Special Counsel’s firm will be prevented from representing other clients against the City in unrelated matters, such as eminent domain, code enforcement, zoning, employment, workers compensation or personal injury. The City also agrees to execute any waiver of a potential conflict of interest created by such representation in such Other Actions as lawyers in Special Counsel’s firm may reasonably request; provided that, those lawyers can demonstrate compliance with the Georgia Rules of Professional Conduct regarding the availability of waiver.

Done this _____ day of _____, 2026.

Alan Hallman, Mayor

Attest:

Sharee Steed, City Clerk