



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT
LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL WORK SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for the live stream at
<https://hapevillega.civicclerk.com/Web/Player.aspx?id=440&key=-1&mod=-1&mk=-1&nov=0>

February 15, 2022 6:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Alan Hallman
Mike Rast
Brett Reichert
Mark Adams
Chloe Alexander

3. WELCOME:

4. PUBLIC HEARING:

4.I. 2022 Comprehensive Plan Update

Background:

The Department of Community Affairs (DCA) Local Comprehensive Planning Rules require that each local government update its Needs and Opportunities, Community Work Program, and Land Use Element portions of its Comprehensive Plan every five years. Other elements of the Plan are left to the discretion of the local government. In 2017, after a year-long public participation and planning process, the City of Hapeville adopted its Comprehensive Plan along with the LCI Study to direct planning efforts. As we are upon the 5-year mark, the City has partnered with the Atlanta Regional Commission (ARC) to update its Comprehensive Plan. The purpose of this public hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in the development of the plan, and to obtain input on the proposed planning process. Once public comments have been addressed, ARC and the City will begin the process of developing the plan. The City welcomes input from all of its residents, businesses, property owners and other stakeholders are part of the process.

Staff Comments:

Applicant Comments:

Public Comments:

Supporting Document(s):

1. Legal Adv 02-15-2022_Comprehensive Plan Update_legal

5. QUESTIONS ON AGENDA ITEMS:

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

6. CONSENT AGENDA:

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

Supporting Document(s):

1. Drafted Minutes 02012022
- 6.II. Consideration and Action to approve February 1, 2022, Executive Meeting minutes.
- 6.III. Consideration And Action On The Exchange Club's Request To Use The Concession Stand During Baseball Season.

Background:

The Exchange Club is requesting the use of the concession stand during the spring ball season beginning opening day, April 16, 2022, for fundraising.

7. OLD BUSINESS:

- 7.I. Consideration and Action On Agreement with Katelin Umberhandt To Provide A Road and Crosswalk Mural on Willingham Drive.

Background:

In August 2021, Katelin Umberhandt was chosen to complete a crosswalk mural at S. Central Avenue and Atlanta Avenue. Since then, the location has changed to Willingham Drive and will be executed after the road is repaved, which is expected in July 2022. The purpose of this project is to continue developing our regional arts destination while bringing driver awareness.

Supporting Document(s):

1. SIGN-Agreement Between Artist-City For Facade --Katelin Umberhandt
- 7.II. Consideration and Action On Agreement with Misty Lackey To Provide PRIDE Mural at Dearborn Plaza

Background:

In September 2021, Council chose Misty Lackey to complete the PRIDE Crosswalk mural located at Dearborn Plaza. The purpose of this project is to create a regional arts destination while commemorating and supporting our LGBTQ+ community and to reflect that Hapeville is a welcoming city.

Supporting Document(s):

1. Agreement Between Artist-City For Facade --Lackey--WNS changes made 2-1-22 (002)
- 7.III. Discussion on Paving Projects

Background:

On December 7, 2021, Magnum Paving, LLC was approved as the low bidder for the Hapeville City Wide Paving project which consisted of paving 11 streets. In January of 2022, staff discovered that one city was having quality workmanship problems with Magnum Paving, LLC and another city also reported less than desirable results from Magnum Paving. The photos revealed sloppy workmanship and overall poor quality paving work. Magnum Paving paved Oak Drive for Hapeville in 2021 and we also experienced some sloppy work at that time. However, Magnum did clean up the mess upon our request and the core test samples results came back within industry standards. Staff usually sticks with the lowest responsible bid that is submitted. However, in light of new information obtained in January, staff would like further input from the council before issuing the Notice to Proceed to the lowest bidder. Magnum was the lowest bidder at \$ 772,792.05 and the next lowest bidder was ShepCo Paving Inc. at \$ 831,997.89.

Supporting Document(s):

1. Magnum 1
2. Magnum 2
3. Magnum 3
4. Magnum 4

8. NEW BUSINESS:

- 8.I. Consideration and Action To Appoint the 2022 Comprehensive Plan Update Steering Committee

Background:

The City of Hapeville is undertaking the 2022 Comprehensive Plan Update with assistance from the Atlanta Regional Commission (ARC). While there will be opportunities for the public at-large to provide input, a core group of stakeholders is essential to shepherding the process. The City is inviting key representatives with study area knowledge and expertise to participate as part of the Hapeville Comprehensive Plan Steering Committee. This group is instrumental in guiding the

course of the update by identifying issues and opportunities, developing plan goals and objectives, and reviewing the feasibility and effectiveness of recommendations. The key responsibility of the Steering Committee is to discuss the study progress and planning process issues.

The recommended participants are listed below. We also ask the Council to nominate one member to join the Steering Committee.

- City Council Representative
- Development Authority Representative
- Charlotte Rentz, Main Street Board Representative
- Leah Davis, Planning Commission Representative
- Design Review Committee Representative
- Raj Patel, Hotel Representative
- Joanna Yim, Small Business Representative
- Philip Jones, Small Business Representative
- Shannon Short, Developer Representative
- Hapeville Elementary School Representative
- Joan Shorter, Real Estate Broker Representative
- David Burt, Economic Development Representative

Staff respectfully asks for your approval of the recommended Steering Committee.

8.II. Discussion on steps leading to Central Park.

Background:

The Development Authority wants to have discussion surrounding the steps that lead to Central Park. HDA member John Stalvey will lead the issues to Mayor and Council

8.III. Consideration and Action to approve surplus weapons from the Police Department.

Background:

Whereas the Hapeville Police Department comes into possession of weapons that have been found, abandoned, or confiscated, not through civil forfeiture. Staff is asking the Mayor and City Council to declare the attached list of weapons city surplus with no practical use and to allow the police department to sell the weapons to a federally licensed gun dealer, Ed's Public Safety, for \$8,491.00. The list of weapons has been reviewed and signed by the Superior Court of Fulton County to authorize the city to properly dispose of the weapons. A copy of the order is attached. Because the weapons were not seized through the equitable sharing civil forfeiture process, all proceeds will be deposited into the city's General Fund.

Supporting Document(s):

1. Order
2. Quote

9. CITY MANAGER REPORTS:

10. PUBLIC COMMENTS:

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

11. MAYOR AND COUNCIL COMMENTS:

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

13. ADJOURN:

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



CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 02/02/2022.

Alicia Seals

[Signature]

Subscribed and sworn to before me this February 2, 2022



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, February 15, 2022 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The purpose of this hearing is to brief the community on the process to be used to develop the plan and opportunities for public participation in plan development, and to obtain input on the proposed planning process. All interested parties should attend. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes>.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on February 14, 2022. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000577059:2/02-1AS



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT
LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at <https://hapevillega.civicclerk.com/Web/Player.aspx?id=439&key=-1&mod=-1&mk=-1&nov=0>

February 1, 2022 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:03 PM

2. **ROLL CALL:**

- ✓ Alan Hallman
- ✓ Mike Rast
- ✓ Brett Reichert
- ✓ Mark Adams
- ✓ Chloe Alexander

3. **WELCOME:** Mayor Hallman welcomed all to the February 1st Meeting.

4. **PLEDGE OF ALLEGIANCE:** The pledge of allegiance was recited in unison.

5. **INVOCATION:** given by Councilman Brett Reichert.

6. **PRESENTATIONS:**

6.I. Proclamation for Phi Tau Omega Chapter, Alpha Kappa Alpha Sorority

Mayor Hallman read the Proclamation Recognizing local Phi Tau Omega Chapter, of the Alpha Kappa Alpha Sorority. Mayor and Council honored the chapter's 21st anniversary, which was established in the City on January 20, 2001. The proclamation acknowledges their achievements, contribution to the City of Hapeville.

7. **PUBLIC HEARING:**

7.I. Consideration and action of an amendment to the Code of Ordinances, City of Hapeville, Georgia, Chapter 93 (Zoning), Article 3.1 (Zones), Section 93-3.1-2 (Zoning Map) - Second Reading
Ordinance 2022-04

There were no additional comments from staff, Council, or the public.

MOTION: Councilman Adams made a motion to approve an amendment to the Code of Ordinances, City of Hapeville, Georgia, Chapter 93 (Zoning), Article 3.1 (Zones), Section 93-3.1-2 (Zoning Map); Alderman Rast provided a second. **Motion carried 4-0.**

7.II. Consideration on 2021-2022 Budget Amendment – Second Reading **Ordinance 2022-05**

There were no additional comments from staff, Council, or the public.

MOTION: Alderman Rast made a motion to approve 2021-2022 Budget Amendment; Councilman Reichert provided a second. **Motion carried 4-0.**

8. **QUESTIONS ON AGENDA ITEMS:** None

9. **CONSENT AGENDA:**

9.I. Consideration and Action to approve January 18, 2022, Council Meeting minutes.

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

10. **OLD BUSINESS:** None

11. **NEW BUSINESS:**

11.I. Consideration and Action on Board Appointment Ordinance. **Ordinance 2022-03**

MOTION: Councilman Adams made a motion to table the appointments for the Planning Commission until after the Council retreat; Councilman Alexander provided a second. **Motion carried 4-0.**

Mayor Hallman called for candidates to speak on behalf of their interest in serving a board, committee, or authority member. Mr. Miller Radford and Mr. Rob Hall both spoke to the Governing Body.

MOTION: Councilman Alexander made a motion to re-appoint Greg Morgan to the Design Review Commission; Councilman Adams provided a second. **Motion carried 4-0.**

MOTION: Councilman Alexander made a motion to appoint Charlotte Rentz to the Board of Appeals; Councilman Reichert provided a second. **Motion carried 4-0.**

MOTION: Alderman Rast made a motion to appoint Richard Neal to the Board of Appeals; Councilman Reichert provided a second. **Motion carried 4-0.**

MOTION: Councilman Adams made a motion to appoint Dr. Kelly Singleton to the Board of Appeals; Councilman Alexander provided a second. **Motion carried 4-0.**

MOTION: Alderman Rast made a motion to re-appoint John Stalvey to the Design Review Board; Councilman Adams provided a second. Councilman Adams withdraw his second to continue further discussion on the Design Review Commission appointees. **Motion dies for lack of a second.**

MOTION: Councilman Alexander made a motion to table the remaining re-appointments for the Design Review Commission until after the Council retreat; Councilman Reichert provided a second. **Motion carried 4-0.**

MOTION: Alderman Rast made a motion to re-appoint the three members with expired terms to the Personnel Board; Councilman Adams provided a second. **Motion carried 4-0.**

The Council reached a consensus for Mayor Hallman to continue serving as a Hapeville Development Authority Board member.

11.II. Consideration and Action to accept a \$28,000 grant from Georgia Recreation and Parks Association by way of the Georgia Department of Education.

MOTION: Councilman Reichert made a motion to accept a \$28,000 grant from Georgia Recreation and Parks Association by way of the Georgia Department of Education; Councilman Adams provided a second. **Motion carried 4-0.**

11.III. Consideration and Action of Employee Cost of Living Adjustment.

MOTION: Alderman Rast made a motion to approve Employee Cost of Living Adjustment; Councilman Alexander provided a second. **Motion carried 4-0.**

11.IV. Consideration and Action for the approval of Dr. Christopher Edens to replace Dr. James Augustine as the Fire Department's Emergency Medical Services, Medical Director.

MOTION: Councilman Alexander made a motion to approve Dr. Christopher Edens to replace Dr. James Augustine as the Fire Department's Emergency Medical Services, Medical Director; Alderman Rast provided a second. **Motion carried 4-0.**

MOTION: Councilman Adams made a motion to rescind the nomination that appointed Dr. Kelly

Singleton to the Board of Appeals due to the Board bylaws which stated no members should hold any other public office or position; Dr. Singleton currently serves on a Fulton County Board of Design and re-open the position until confirmation; Councilman Reichert provided a second.
Motion carried 4-0.

12. CITY MANAGER REPORTS: There was no City Manager report at this meeting.

13. PUBLIC COMMENTS:

1. Kristen Barnett
2. Jason Lee

14. MAYOR AND COUNCIL COMMENTS:

Councilman Alexander thanked all for attending the meeting.

Alderman Rast made no remarks at this time.

Councilman Adams thanked all for attending the meeting.

Councilman Reichert acknowledge the start of February and the celebration of Black History Month and thanked all for attending the meeting.

Mayor Hallman conveyed his appreciation for those who came out to the Council Meeting and observed the Governing Body's actions.

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

MOTION: Councilman Alexander made a motion to go into recess, Councilman Reichert provided a second. **Motion carried 4-0.**

Alderman Rast made a motion to go into executive session at 7:05PM. Councilman Alexander provided a second. **Motion carried 4-0.**

Councilman Adams made a motion to reconvene into the Council Meeting at 8:21 PM, Councilman Reichert provided a second. **Motion carried 4-0.**

16. ADJOURN:

MOTION: Councilman Alexander made a motion to adjourn at 8:21PM, Councilman Reichert provided a second. **Motion carried 4-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

**AGREEMENT BETWEEN KATELIN UMBERHANDT AND THE CITY OF HAPEVILLE,
GEORGIA FOR FAÇADE IMPROVEMENTS**

This Agreement is effective 02/01/2022, by and between the **City of Hapeville, Georgia** and **Katelin UMBERHANDT** ("Contractor") for Contractor to perform the following Façade Improvements:

Paint a mural presented in Exhibit A on Willingham Drive, between Custer Street and South Central Avenue. Painted crosswalks will also be present from Custer Street to Willingham Drive to South Central Avenue in Hapeville, GA 30354, in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$6,000 (\$3,000 due at signing of this document and \$3,000 due at completion of the mural) for the work described in Exhibit A.

Contractor will provide materials for the Façade Improvement and the City will reimburse up to \$700 to Contractor for material.

City will provide pressure washing services one day before the installation process of Façade Improvement.

Contractor shall commence and complete the work to be performed in compliance with the schedule required by Exhibit B and any amendments or deliverables extensions approved by the City of Hapeville.

Contractor is acting in the capacity of an independent contractor with respect to the work performed under this Agreement. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City of Hapeville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City of Hapeville and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

1. Indemnification

Contractor agrees to defend, indemnify, and hold the City of Hapeville harmless against any and all liability, claims, injuries, damages, fines, penalties, costs, and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) arising from Contractor's performance of its work performed under this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville

harmless from all damages caused by Contractor's failure to comply with the terms set forth in this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from any and all claims by laborers, subcontractors, or materialmen in connection with the work performed under this Agreement.

2. Assignment of Contract

Contractor agrees not to assign this Agreement without the written consent of the City of Hapeville.

3. Performance of Work

Contractor agrees to undertake all work performed under this Agreement diligently and in a good and workmanlike manner.

Contractor agrees to comply with all laws, ordinances, rules, regulations, codes, and orders in performing its work under this Agreement.

Contractor shall promptly remedy, at its own expense, any defect due to its faulty material or workmanship and pay for any damages resulting therefrom.

Contractor shall promptly replace and put in good condition, at its own expense, any existing conditions damaged in performing its work under this Agreement.

Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience in performing its work under this Agreement.

Contractor shall conduct its activities in a businesslike manner and adhere to the reasonable wishes of the City of Hapeville in relation to its working schedule.

Contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards to the Contractor, laborers, subcontractors, materialmen and members of the general public.

At the completion of the project, Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish, and similar material incidental to the project shall be removed by the Contractor.

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance, or rule that

will limit its ability to perform its obligations under this Agreement. The parties agree that the Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

The City of Hapeville shall have the right to inspect all work performed by Contractor under this Agreement prior to acceptance of the final product.

5. Insurance

Prior to commencing the work under this Agreement, Contractor shall pay for, procure, and maintain in force for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with performances of work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall maintain limits no less than: General Liability - \$ 1,000,000 each occurrence, with the City of Hapeville being named as an additional insured under the policy. Contractor shall provide proof of insurance for the amounts set forth herein to the City Manager for the City of Hapeville, Georgia prior to the commencement of the work.

6. Entire Agreement

This Agreement, including all exhibits, appendixes, and other documents appended hereto constitutes the entire agreement between the City of Hapeville and Contractor.

Any subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both the City of Hapeville and Contractor.

Contractor further agrees that no changes in the schedule, design, or specifications of the work hereunder may be made without written authorization from the City of Hapeville.

7. Right to Stop Work

If Contractor fails to correct defective work, the City of Hapeville may order Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated to the satisfaction and approval of the City of Hapeville, Georgia.

8. Default or Breach Remedies

In the event that the Contractor fails to perform and complete the work as set forth in this Agreement, the City shall give written notice of breach to the Contractor. The Contractor shall have ten (10) days to cure said breach or default. Should the Contractor fail to cure the breach or default or fail to perform as set forth in this Agreement, the Contractor shall repay all sums paid to the Contractor by the City of Hapeville, Georgia by the tenth day from the date on the written notice of default or breach.

Notice to the Parties regarding this Agreement shall be sent by certified mail to:

Contractor:

Katelin Umberhandt
3403 Old Jonesboro Road
Hapeville, GA 30354

Hapeville:

City of Hapeville, Georgia
c/o Tim Young, City Manager
3468 North Fulton Avenue
Hapeville, GA 30354

9. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

10. Controlling Law

This Agreement is to be governed by the laws of the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the courts of Fulton County, Georgia.

SIGNATURE PAGE FOLLOWING

THE CITY OF HAPEVILLE

CONTRACTOR



Alan Hallman, Mayor

Katelin Umberhandt

January 27, 2022

Date

Date

Attest:

_____[Official City Seal]
Sharee Steed, City Clerk

Approved as to Form:

City Attorney



Exhibit A

Exhibit B

Artist will complete mural in a 30-day period. Target completion date is September 30, 2022.

Artists will complete mural by September 30, 2022.

AGREEMENT BETWEEN MISTY LACKEY AND THE CITY OF HAPEVILLE, GEORGIA FOR FAÇADE IMPROVEMENTS

This Agreement is effective 02/01/2022, by and between the **City of Hapeville, Georgia** and Misty Lackey ("Contractor") for Contractor to perform the following Façade Improvements:

Paint a mural presented in Exhibit A on the front parking lot of Dearborn Plaza. located off North Central Avenue, Hapeville, GA 30354 in accordance with the specifications and designs specified in the Scope of Services attached hereto as Exhibit A and incorporated herein.

With the exception noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$8,000 (\$4,000 due at signing of this document and \$4,000 due at completion of the mural) for the work described in Exhibit A.

Contractor will provide materials for the Façade Improvement and the City will reimburse up to \$2500 to Contractor for material.

City will provide pressure washing services one day before the installation process of Façade Improvement.

City will provide secured storage for paint materials during the time of Contractor services.

Contractor shall commence and complete the work to be performed in compliance with the schedule required by Exhibit B and any amendments or deliverables extensions approved by the City of Hapeville.

Contractor is acting in the capacity of an independent contractor with respect to the work performed under this Agreement. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City of Hapeville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City of Hapeville and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

1. Indemnification

Contractor agrees to defend, indemnify, and hold the City of Hapeville harmless against all liability, claims, injuries, damages, fines, penalties, costs, and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) to the extent caused by Contractor.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from all damages to the extent caused by Contractor's failure to comply with the terms set forth in this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from any and all claims by laborers, subcontractors, or materialmen caused by Contractor's failure to pay them amounts owed in connection with the work performed under this Agreement.

2. Assignment of Contract

Contractor agrees not to assign this Agreement without the written consent of the City of Hapeville.

3. Performance of Work

Contractor agrees to undertake all work performed under this Agreement diligently and in a good and workmanlike manner.

Contractor agrees to comply with all laws, ordinances, rules, regulations, codes, and orders in performing its work under this Agreement.

Contractor shall promptly remedy, at its own expense, any defect due to its faulty material or workmanship and pay for any damages resulting therefrom.

Contractor shall promptly replace and put in good condition, at its own expense, any existing conditions damaged in performing its work under this Agreement.

Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience in performing its work under this Agreement.

Contractor shall conduct its activities in a businesslike manner and adhere to the reasonable wishes of the City of Hapeville in relation to its working schedule.

Contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards to the Contractor, laborers, subcontractors, materialmen and members of the general public.

At the completion of the project, Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish, and similar material incidental to the project shall be removed by the Contractor.

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently

performing. Contractor is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that the Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

The City of Hapeville shall have the right to inspect all work performed by Contractor under this Agreement prior to acceptance of the final product.

5. Insurance

Prior to commencing the work under this Agreement, Contractor shall pay for, procure, and maintain in force for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with performances of work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall maintain limits no less than: General Liability - \$ 1,000,000 each occurrence, with the City of Hapeville being named as an additional insured under the policy. Contractor shall provide proof of insurance for the amounts set forth herein to the City Manager for the City of Hapeville, Georgia prior to the commencement of the work.

6. Entire Agreement

This Agreement, including all exhibits, appendixes, and other documents appended hereto constitutes the entire agreement between the City of Hapeville and Contractor.

Any subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both the City of Hapeville and Contractor.

Contractor further agrees that no changes in the schedule, design, or specifications of the work hereunder may be made without written authorization from the City of Hapeville.

7. Right to Stop Work

If Contractor fails to correct defective work, the City of Hapeville may order Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated to the satisfaction and approval of the City of Hapeville, Georgia.

8. Default or Breach Remedies

In the event that the Contractor fails to perform and complete the work as set forth in this Agreement, the City shall give written notice of breach to the Contractor. The Contractor shall have ten (10) days to cure said breach or default. Should the Contractor fail to cure the breach or default or fail to perform as set forth in this Agreement, the Contractor shall repay all sums paid to the Contractor by the City of Hapeville, Georgia by the tenth day from the date on the written notice of default or breach.

Notice to the Parties regarding this Agreement may be sent by certified mail to:

Misty Lackey, Contractor
106 Cottage Grove
Peachtree City, GA 30269

City of Hapeville, Georgia
c/o Tim Young, City Manager
3468 North Fulton Avenue
Hapeville, GA 30354

9. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

10. Controlling Law

This Agreement is to be governed by the laws of the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

THE CITY OF HAPEVILLE

CONTRACTOR

Alan Hallman, Mayor

Misty Lackey

Date

Date

Attest:

Sharee Steed, City Clerk

_____[Official City Seal]

Approved as to Form:

City Attorney

Exhibit A

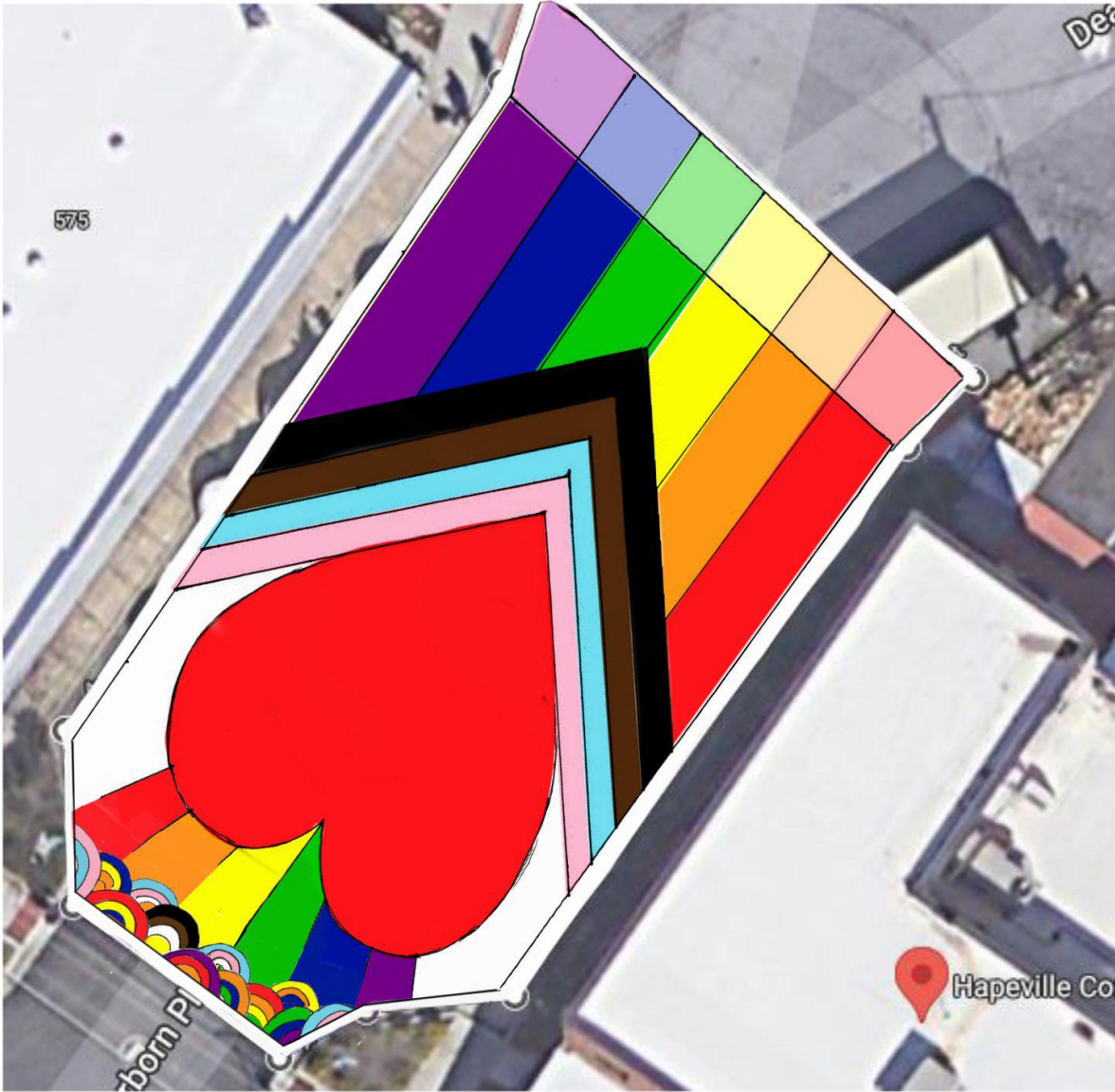


Exhibit B

Artist will complete mural in a 30-day period. Target completion date is May 31, 2022.





2019/01/01 00:00



2022/01/07 08:31



2022/01/07 08:31

IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA

IN RE:

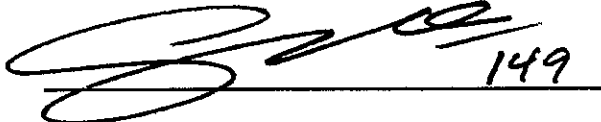
ATTACHED LIST OF SEIZED PROPERTY

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APPLICATION OF DISCARD PROPERTY

Comes now C.S.I. S. McCollum of the Hapeville Police Department, who hereby makes application to the Superior Court pursuant to O.C.G.A. 17-5-54 for an order to dispose of personal property, as listed in the custody of the Hapeville Police Department. The following property was seized by various officers of the Hapeville Police Department as indicated, same having been seized upon arrest or as indicated in the course of duty as provided by law. All items seized are properties in which the court case has been resolved, no owner can be identified, or contacted, and/or the statute of limitations has expired. All items on Exhibit "A" attached.

THIS 7 day of February 2022


149

S. McCollum, CSI

Criminal Investigative Division

Hapeville Police Dept.

Page 3 of 4



TO: SUPERIOR COURT OF FULTON COUNTY

FROM: S. MCCOLLUM, EVIDENCE CUSTODIAN, HAPEVILLE POLICE
DEPARTMENT

RE: PROPERTY TO BE DESTROYED / OR CONVERTED -

EXHIBIT "A"

These items have been deemed to be no longer of evidentiary value through the process of finding no suspects known in the case, case has been dismissed, subjects found guilty and are no longer serving their sentence and/or subjects involved have been found not guilty.

Judge Init

McCollum Init

Page 4 of 4

14-P04950	CHMO	Case Reduced, Dismissed, No Value
14-P01082	Person Down	Case Reduced, Dismissed, No Value
93-2466	Murder	Case Reduced, Dismissed, No Value
2003-08722	Murder/Suc	Case Reduced, Dismissed, No Value
97-5936	Rape	Case Reduced, Dismissed, No Value
13-P03260	Robbery	Case Reduced, Dismissed, No Value
99-1112	No File	Case Reduced, Dismissed, No Value
17-P02065	Safe Door	Case Reduced, Dismissed, No Value
14-P03948	Rape	Case Reduced, Dismissed, No Value
19-P00288	Property	Case Reduced, Dismissed, No Value
16-P04377	Property	Case Reduced, Dismissed, No Value
13-P05541	Murder	Case Reduced, Dismissed, No Value
10-P03723	Murder	Case Reduced, Dismissed, No Value
20-P01369	Safekeeping	Case Reduced, Dismissed, No Value
21-P00594	Prisoner Property	Case Reduced, Dismissed, No Value
21-P00110	Prisoner Property	Case Reduced, Dismissed, No Value
21-P01938	Prisoner Property	Case Reduced, Dismissed, No Value
21-P03462	Safekeeping	Case Reduced, Dismissed, No Value

STATE OF GEORGIA

COUNTY OF Fulton

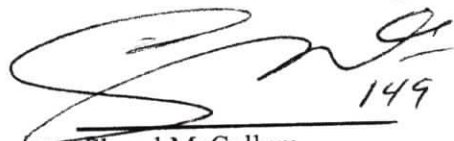
ORDER FOR DISPOSAL OF EVIDENCE

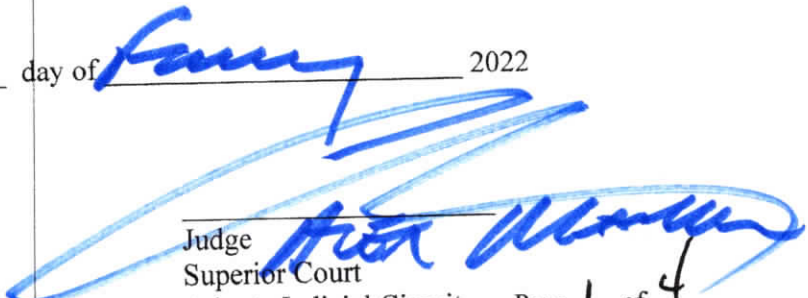
It appearing to the Courts, through the affidavit of Crime Scene Investigator/Evidence Technician Sheryl McCollum, Hapeville Police Department; that the Evidence listed on the attached Exhibits is no longer needed for evidentiary or investigative purposes, in that the cases to which it relates have been disposed of, or that there is no prosecution nor will there be a prosecution.

IT IS HEREBY ORDERED that the Hapeville Police Department dispose of said Evidence and if deemed appropriate, items of value may be sold at auction and the proceeds there of deposited into the general fund of the Hapeville Police Department. Items of property that are useful for law enforcement purposes may be converted to law enforcement use and documented in accordance with departmental policy and procedure. When no longer useful, these items will then be sent to Propertyroom.com for auction purposes.

IT IS FURTHER ORDERED that the Hapeville Police Department shall verify to the court by way of affidavit that said evidence has in fact been disposed of upon completion of the disposition process.

SO ORDERED this 6 day of January 2022


Sheryl McCollum
Evidence Technician
Hapeville Police Department


Judge
Superior Court
Atlanta Judicial Circuit

Page 1 of 4

IN THE SUPERIOR COURT of
FULTON COUNTY, GEORGIA

IN RE:

ATTACHED LIST OF SEIZED PROPERTY

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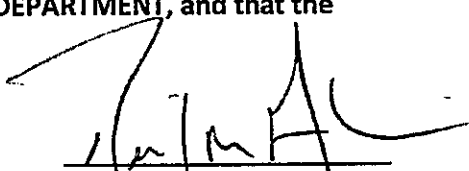
VERIFICATION

STATE OF GEORGIA,

CITY OF HAPEVILLE,

COUNTY OF FULTON

Personally appeared before the undersigned officer duly authorized by law to administer oaths, RICHARD M. GLAVOSEK, in his official capacity as Chief of the City of Hapeville Police Department who, after being duly sworn, states that he has read the foregoing APPLICATION FOR AN ORDER PURSUANT TO O.C.G.A. Sec. 17-5-54 TO RETAIN FOR DEPARTMENTAL USE, SELL, DONATE, OR DISCARD PERSONAL PROPERTY IN THE CUSTODY OF THE CITY OF HAPEVILLE POLICE DEPARTMENT, and that the information contained therein is true and correct.


RICHARD M. GLAVOSEK
Chief, City of Hapeville
Police Department

Date: _____

Page 2 of 4



Ed's Public Safety
www.edspublicsafety.com
4431 North Henry Boulevard
Stockbridge, GA 30281
Tel: 770-474-6084 Fax: 770-389-6699

Hapeville Police Department
700 Doug Davis Dr
Hapeville, GA 30354

QUOTE # 22-3FEB-065

February 3, 2022

Chief Glavosek,

Thank you for the opportunity to review your asset forfeiture / seized guns. In exchange for receiving the following list of 110 Line items, which includes, gun parts, and several resalable firearms, Ed's Public Safety Inc. will provide \$8,491 bank check payment to be issued immediately on receipt of the guns.

Jake Perez

J Perez

LE Outside Sales / Product Source Specialist

Remington, Glock, GH Defense Systems Body Armor
110 Rock Quarry Rd.
Stockbridge, GA 30281
Cell (678) 603-0742
Email jake@edspublicsafety.com

Signed "Agreement"	Title	Date
/		4/09/2021

PERFECTION DELIVERED.



ORIGINAL OFFER

BIN #	BRAND / MANFCTR	MODEL	CALIBER	Serial #	NOTES
A	1 RUGER	LCR	38 SPL	543-30309	
A	2 HI STANDARD	SENTINCEL	22LR	1369470	
A	3 COBRA	DERRINGER	38SPL	CT027993	
A	4 TAURUS	MILLENIUM G2	9MM	TJY22318	
A	5 GLOCK	26	9MM	BPTS321	STIPLING ON HANDLE
A	6 RG23		22	243736	MISSING PARTS, IN BAG
A	7 FN	FNS	40	GKU0126513	EXTRA MAGS
A	8 SPRINGFIELD	XD9	9MM	US141277	RUSTY HAS LASER MOUNTED
A	9 SCCY	CPX2	9MM	157149	CAKED IN MUD
A	10 HI POINT	C9	9MM	P143266	
A	11 RUGER	P345	45	664-22543	
A	12 JIMINEZ	JA380	380 AUTO	288636	NO MAG
A	13 JENNINGS	48	380 AUTO	881350	
A	14 SMITH & WESSON	SV40VE	40S&W	DXA6255	NO MAG
A	15 SMITH & WESSON	AIRWEIGHT	38	CHF9978	
A	16 GLOCK	30	45	VDH413	
A	17 GLOCK	19	9MM	BCWV157	GEN 4
A	18 SIG SAUER	P250	40S&W	EAK200109	
A	19 RAVEN	MP-25	25AUTO	1868386	
A	20 SMITH & WESSON	SW40VE	40S&W	DTT4218	
A	21 BERSA	THUNDER380	380	396444	MAG BROKEN / RUSTY / STAINLESS
A	22 LORCIN	L25	25AUTO	303968	GRIP BROKEN
A	23 TAURUS	PT709SLIM	9MM	TIS73552	
A	24 GLOCK	23	40S&W	GDC6011	GEN 3
A	25 RUGER	P90	45	663-81893	
A	26 AMERICAN	C45	45	T0620-08G01099	W/ TLR-1
B	27 RG	RG40	38SPL	R133836	

D	94	COBRA	FS380	380	FS052885	
D	95	SMITH & WESSON	SW40VE	40S&W	DYJ8224	CAMO WRAP
D	96	GALES	6.35	25 AUTO	423210	
D	97	COLT	COBRA	38SPL	AC1632	GOOD SHAPE
D	98	ROHM ARMS	DRACO	7.62X39	DR-6253-09	INCORRECT COVER FOR GUN
E	99	GLOCK	19	9MM	CUM475US	GEN 3
E	100	BERSA	THUNDER380	380	B01757	
E	101	HI POINT	C9	9MM	P138182	
E	102	KELTEC	P-11	9MM	A1Y83	
E	103	ROSSI	687	38SPL	RK96831	RUSTY BUT FUNCTIONAL
E	104	RG	RG31	38SPL	0117528	
E	105	RUGER	P95	9MM	317-84390	IN ORIG BOX 2 MAG
E	106	TAURUS	MILLENIUM	40S&W	SBR34062	
E	107	SMITH & WESSON	AIRWEIGHT	38SPL	CBW1903	W/ CT LASER GRIP
E	108	SMITH & WESSON	410	40S&W	VKR8586	
E	109	BAYONETS	VARIOUS			
E	110	WINCHESTER	190	22LR	B1590808	MISSING PARTS
	111					
	112					
	113					
	114					
	115					
	116					
	117					

C	61	HI POINT	C	9MM	P004856	
C	62	LORCIN	L32	32AUTO	010555	ROUGH SHAPE
C	63	RAVEN	MP25	25AUTO	1422037	
C	64	JIMINEZ	JA9	9MM	349086	
C	65	PHOENIX ARMS	HP25A	25AUTO	4351682	NO MAG
C	66	RG	RG23	22	70078	PARTS GUN / JUNKER
C	67	DAVIS IND	P32	32AUTO	P066061	CEASED UP
C	68	FIE	E28	25AUTO	DK22675	NO MAG
C	69	TAURUS	PT22	22LR	ANB26467	
C	70	TAURUS	PUBLIC	45LC / .410	IT148731	
C	71	ROSSI	M68	38SPL	AA338705	
C	72	DAVIS IND	P380	380A	AP251612	
C	73	WALTHER	PPK	380 AUTO	A046606	
C	74	PHOENIX ARMS	HP22A	22LR	4300298	
C	75	BERSA	THUNDER380	380	G37898	
C	76	JIMINEZ	JA380	380	230102	
D	77	SMITH & WESSON	AIRWEIGHT	38SPL	TBD	CT GRIP HIDING SERIAL
D	78	JIMINEZ	JA380	380 AUTO	034560	
D	79	TANFOLIO	GT380XE	380	P22378	
D	80	GLOCK	26	9MM	BVB201US	GEN 3
D	81	LORCIN	L380	380 AUTO	461495	
D	82	RG	RG145	22LR	Z130849	MISSING CYLINDER RETAIN PIN
D	83	PHOENIX ARMS	HP22A	22LR	4499719	
D	84	THAMES ARMS	TOP BREAK	32 SHORT	PRE GCA	
D	85	LORCIN	L380	380 AUTO	388310	
D	86	BROWNING	BABY	25AUTO	165444	
D	87	RUGER	P90DC	45	660-06992	NO MAG
D	88	CANIK	TP9V2	9MM	16A104181	S/N HAS CHARACTER "EYE" I as 4TH digit
D	89	TAURUS	PT917C	9MM	TCV96458	MISSING PARTS / BAD SHAPE (IN OPERABLE)
D	90	PW ARMS	MAKAROV	MAKAROV	1100-0	MISSING MAGS
D	91	SMITH & WESSON	6906	9MM	THB7373	
D	92	BERETTA	PX-4 STORM	45	PK21346	IN CASE GOOD CONDITION
D	93	SMITH & WESSON	SW40VE	40S&W	DSM5180	

B	28	TAURUS	PT92	9MM	TGM02157	STAINLESS
B	29	PHOENIX ARMS	HP22A	22LR	4259651	NO MAG
B	30	HI POINT	C9	9MM	824831	
B	31	SMITH & WESSON	SW40VE	40S&W	PBC6443	NO MAGAZINE
B	32	BERSA	THUNDER380	380	B44206	SEIZED UP JUNK / NO MAGAZINES
B	33	GLOCK	19	9MM	VXS263	GEN 3, NO MAG
B	34	TAURUS	PT740	40S&W	SEY87602	
B	35	SMITH & WESSON	CS9	9MM	VJIC8098	GOOD CONDITION
B	36	HI POINT	C9	9MM	P1799058	
B	37	RAVEN	MP25	25AUTO	1481863	
B	38	JIMINEZ	JA9	9MM	135643	
B	39	HI POINT	C9	9MM	P1270460	
B	40	SMITH & WESSON	MP45	45	MPRA592	
B	41	JENNINGS	BRYCO58	380	1015649	
B	42	CHARTER ARMS	OFF DUTY	38 SPL	1035926	
B	43	TITAN	25	25AUTO	B39165	NO MAGAZINE
B	44	RUGER	LCR	38SPL	541-57701	
B	45	BROWNING	BDM	9MM	945NT52250	
B	46	TAURUS	TCP	380	10832F	
B	47	SMITH & WESSON	5903	9MM	TDL7161	NO MAGAZINES
B	48	HI POINT	C9	9MM	P148389	
B	49	HI POINT	C9	9MM	P1333914	NO MAGAZINE
B	50	HI POINT	C9	9MM	818331	
B	51	SMITH & WESSON	SW40VE	40S&W	RAM6014	
B	52	RG	RG14S	22LR	Z086022	BROKEN HAMMER
C	53	SMITH & WESSON	SW9VE	9MM	DUY0413	
C	54	SMITH & WESSON	SHIELD	9MM	HVD6963	
C	55	GLOCK	21	45	SWK985	GEN 3
C	56	WALTHER	P99	9MM	034633	MISSING MAG
C	57	SPRINGFIELD	XD45	45	GM425075	
C	58	BROWNING	HI POWER	9MM	53045	500
C	59	RUGER	P95	9MM	318-88633	
C	60	AMERICAN	M1911 GIO	45	G107321	S/N HAS CHARACTER "EYE" I as 2nd digit