

CITY OF STATHAM

AGENDA

Statham City Hall

327 Jefferson Street, Statham, GA 30666



WORK SESSION – April 7, 2022

6:30 P.M.

CALL TO ORDER

Roll Call

PLEDGE OF ALLEGIANCE

REPORTS

1. Finance Department
2. Police Department
3. Public Works Department

PUBLIC HEARING

- 1. FY22 Budget Amendment and Budget Amendment Resolution R-22-01**

DISCUSSION ITEMS

- 1. Alcohol License Application:** *Tabled from the March 15, 2022 Regular City Council Meeting.* Statham Food Mart, LLC, owner and applicant, Shani Joseph, has applied for a City of Statham alcoholic beverage license for retail sales of distilled spirits located at 1988 Railroad Street, Statham, GA 30666, Map and Parcel Number ST05 047, also known as Short Stop Express. The applicant currently owns and operates Short Stop Express and holds an alcoholic beverage license for retail sales of beer and wine.
- 2. GMA Direct Installment Program LS 090721:** To approve the Mayor to sign an appropriation certificate, resolution and lease supplement for the purchase of a police department Ford Interceptor. The term of the loan is 36 months at 3.12% interest. The purchase price of the Interceptor is \$37,339 and purchased at the state contract price. This was a budgeted item.
- 3. GMA Direct Installment Program LS 033122:** To approve the Mayor to sign an appropriation certificate, resolution and lease supplement for the purchase of a public works department Ford F-150. The term of the loan is 36 months at 3.12% interest. The purchase price of the F-150 is \$39,495 and purchased at the state contract price. This was a budgeted item.
- 4. Agreement for Professional Inspection Services:** To approve the Mayor to sign an agreement with SAFEbuilt Georgia, LLC for inspection and review services to include plan review, code enforcement, permit technician services and soil and erosion. This agreement

includes the use of plan review, permit application, code enforcement inquiries and a pay online software system for no additional cost to the City. This agreement is for 12 months and will automatically renew unless otherwise terminated by either party. All fees associated are on a per-hour basis as indicated in the agreement. To provide for notice of termination of the City's current arrangement for inspection, this agreement shall go into effect June 1, 2022 unless otherwise suggested and agreed upon between City Staff and current provider.

5. **Agreement for Managed Technology Services:** To approve the Mayor to sign an agreement for information technology services with Bradley Electronics. This agreement includes all-inclusive managed IT services for workstations and servers, includes Office 365 email, server backup and off-site cloud backup. This agreement is for 12 months for a cost of \$1,250 per month and will automatically renew unless otherwise terminated by either party. To provide for notice of termination of the City's current arrangement for managed IT services, this agreement shall go into effect June 1, 2022 unless otherwise suggested and agreed upon between City Staff and the current provider.
6. **Agreement for Defined Contribution Audit Services:** To approve the Mayor to sign a letter of intent with Bates Carter for a defined contribution audit for a cost not to exceed \$15,000.
7. **Certified City of Ethics Resolution R-22-02:** To approve a resolution re-certifying the City of Statham as a Certified City of Ethics.
8. **Agreement for Accounting Restructure:** To approve the Mayor to sign an agreement for services, and the City Accountant to work with Harris Software and SmartFusion for a restructuring of the City's accounting system and account numbers. The cost for this restructuring is not to exceed \$2,500.
9. **Traffic Calming Program:** To discuss implementing a Traffic Calming Program to include policies, procedures and establishing an ordinance.
10. **GIRMA Renewal:** To approve the Mayor to sign the City's 2022-2023 property and liability insurance policy with GIRMA for a total amount of \$77,709.
11. **Proclamation National Safe Digging Month:** To approve a proclamation to declare the month of April as Safe Digging Month.
12. **Well Development, Additional Site(s) Exploration:** To approve the Statham Water Department to continue the well development project adhering to the goals of Mayor and Council of water independence. Due to Well No. 3 not being the most viable at this time and capping site No. 3 at Hillman-Rainwater, City staff requests \$60,000 with a 15% contingency for well exploration of a potential three sites to include surveying and drilling per detailed in the attached letter dated April 5, 2022 from the water department's operator Jordan McDaniel. This approval also includes the Mayor's signature on agreement(s) with Ground-Water Services, Inc., the firm assisting the City with well exploration and development, in order to keep the project moving while personnel, contractors and equipment are on-site.

CITIZEN INPUT

MINUTE APPROVAL

1. March 15, 2022 Regular Meeting

ADJOURN

ACCOUNT BALANCE REPORT

March 2022

As of 04/01/2022

GENERAL FUND BALANCE

214 OPERATING ACCOUNT	122,532.57
114 RESERVE FUND	59,714.25
904 EQUIPMENT FUND	6,573.71
459 LMIG	664.15
410 SHOP WITH A COP	2,911.61
550 PD SEIZED FUNDS	18,506.13
934 PD FORFEITURE ACCT	5,510.00
586 ARPA FUND	530,169.97

UTILITY FUND BALANCE

061 CHECKING	3,257,682.53
850 W/S (INCLUDES CAPACITY)	26,916.64
854 EMERGENCY FUND	7,370.46
524 GLCP	6,744.09
074 SERIES 2012 BONDS	46,619.44
104 PROJECTS FUND	313,267.55
726 SPLOST 2018	1,366,133.34
160 SPLOST 2012	55,886.90
027 GEFA	6,960.40

Patrol -April 2022

Reports	87
Citations	112
Traffic Warnings	56
Accidents	4
Arrests	37
- Warrants	14
- Drugs/DUI	10
Neighborhood/Business Checks	Daily

Notes: Officer A.J. Russo and his wife Kristen welcomed a healthy Baby Boy via c-section on March 29th, 2022. We have 3 recruits starting the police academy on April 4th Date of completion is June 24. Also, Officer Michael Hood has graduated the Academy and is on to the Field Training portion of his career. Ofc. Hood is currently in CIT (Crisis Intervention Training) training and will be taking on the roll of PIO (Public Information Officer) upon completion of his class. Chief would like to Thank the Mayor, Council and the Statham community for thier continued support:

Court - April 2022

No court this month

Paid Citation

Warrants Issued Court

Probation Year to date

Scheduled for Court

Trails Scheduled for court



City of Statham Public Works Department Monthly Report March 2022

On behalf of the City of Statham's Public Works Department, I present to you the monthly report of job completions, ongoing duties, and upcoming projects.

- Several new taps have been made, and water meters set new homes
- Water meters are being swapped out and updated
- Numerous potholes have been repaired
- Low hanging limbs have been trimmed throughout the city
- Culverts are being cleaned and repaired
- Multiple bags of trash are picked up weekly
- The Spring and lift stations are monitored daily
- Leaf and limbs are picked up weekly as the work orders come in.

The Public Works Department assisted the Statham Tree Committee in planting new trees at the Hillman-Rainwater Park. We hope this will be a nice feature to the park for many years to come. It is grass cutting season again, so we will be out cutting right-of-ways and the parks weekly. We will be working on the walking trails throughout the city over the next few months as the weather and time permits. As always, the Public Works Department will continue the day-to-day operations of the city and respond to repairs and issues as the needs arise.

Respectfully Submitted,

Jordan McDaniel
Public Works Department

CITY OF STATHAM

STATE OF GEORGIA

**A RESOLUTION OF THE CITY OF STATHAM MAYOR AND CITY COUNCIL
AMENDING THE ADOPTED FISCAL YEAR 2022 BUDGET IN ITS ENTIRETY FOR
THE PURPOSE OF MULTIPLE ACCOUNT ALLOCATION CORRECTIONS; TO
AMEND EACH DEPARTMENTAL BUDGET TO REFLECT THOSE ALLOCATION
CORRECTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN
EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES**

Whereas, the City Council of the City of Statham adopted the Fiscal Year 2022 Budget on June 29, 2021 for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in accordance with the Official Code of Georgia Annotated; and

Whereas, in accordance with O.C.G.A. § 36-81-3(d)(1), the City Council of Statham wishes to amend the fiscal year budget for the purpose of multiple account allocation corrections, and for each departmental budget to reflect those allocation corrections; and

Whereas, the City Council of Statham hereby finds this action in the best interest of the public's health, safety and general welfare.

**NOW THEREFORE, BE IT RESOLVED BY THE STATHAM CITY COUNCIL AS
FOLLOWS:**

Section 1. Purpose. The purpose of this resolution is to amend the current fiscal year budget, as approved and finalized on June 29, 2021.

Section 2. Adoption of the Amendments. The Fiscal Year 2022 Budget of the City of Statham is hereby amended in accordance with the budget amendment attached hereto and expressly incorporated herein and made a part of this resolution, and the same is hereby adopted and incorporated into the current fiscal year budget, beginning July 1, 2021 and ending June 30, 2022.

Section 3. Filing Copies of the Budget Amendments. The City Accountant is authorized and directed to file a copy of said budget amendment in the Office of the City Clerk where amendments shall be certified and made available for public inspection. Certified copies shall also be filed in the Finance Department.

Section 4. Severability. If any section, part, or provision of this resolution is held invalid, unenforceable, such invalidity or unenforceability shall not affect any other portion of this resolution, and all parts, sections, whereas clauses, and other provisions of this resolution shall be severable.

Section 5. Effective date. This resolution shall become effective immediately upon its adoption.

R-22-01

SO ADOPTED this _____ day of April 2022.

Mayor Joe Piper

ATTEST:

_____(SEAL)
City Accountant



City of Statham

PAID CASH CHECK 1074 CREDIT \$5150.00

RECEIVED JAN 18 2022 BY: AS

ALCOHOL LICENSE APPLICATION FOR THE YEAR 2022

The undersigned applicant hereby applies to the Mayor and Council of the City of Statham for a license to sell alcohol in the City of Statham, Georgia, or for a renewal of such license as hereinafter indicated.

Date: 01/11/22 New [x] Renewal []

- Check All That Apply: [] Beer and Wine Consumption \$500.00 [] Beer and Wine Package Sales \$500.00 [] Tavern \$500.00 [] Liquor By the Drink Consumption on the Premises \$3,000.00

Full name of applicant:

SHANI JOSEPH Name

Liquor Package Sale -

1988 Rail Road St Address

Statham, GA - 30666

Phone Number

770 880 9743

Give the trade name of the proposed business:

SHORT STOP EXPRESS, Statham Food Mart LLC.

If applicant is a CORPORATION:

(a) Name of Company: STATHAM FOOD MART LLC

Home Office: 1988 Rail Road St, Statham, GA

(b) Give names of:

(1) Officers:

Home Address:

SHANI JOSEPH

238 (W) Midland Ave

Statham Winder, GA

(VEZHAKADU@gmail.com)

30660

cell # 770 880 9743

5000 + 150 -



ALCOHOL LICENSE APPLICATION
FOR THE YEAR 20 22

The undersigned applicant hereby applies to the Mayor and Council of the City of Statham for a license to sell alcohol in the City of Statham, Georgia, or for a renewal of such license as hereinafter indicated.

Date: 01-19-22

New []

Renewal []

- Check All That Apply:
- [] Beer Consumption on premises \$500.00
 - [] Wine Consumption on premises \$500.00
 - [] Beer Retail Package \$500.00
 - [] Wine Retail Package \$500.00
 - [] Distilled Spirits by the drink,
consumption on premises \$3,000.00
 - [] Distilled Spirits Retail Package \$5,000.00
 - [] Licensed Alcohol Service - Caterer \$100.00

Full name of applicant:

Name

Address

Phone Number

Give the trade name of the proposed business:

If applicant is a CORPORATION:

(a) Name of Company: _____

Home Office: _____

(b) Give names of:

(1) Officers: _____

Home Address: _____

(2) Directors:

Home Address:

N/A

(3) Stockholders:

Home Address:

N/A

If applicant is a PARTNERSHIP:

Name of partners:

Home Address:

N/A

Have you, your partner or partners, or corporate officer, director, or stockholder ever been arrested or convicted of any City, State, or Federal penal law or ordinance?

Yes []

No []

If yes, give date of offense, name of court, and disposition of case:

Street Address of the Proposed Business: 1988 Rail Road St, Station

GA-30666

- Above ground
- Street or Ground floor level
- Basement

Who is the owner of the premises where the business is now or is proposed to be located?

SHANI JOSEPH

If you rent, lease, or intend to rent the location where the business is now or will be located:

(a) If the premises where the business is to be located are rented or leased, state name of leaser or property owner and his address:

N/A

(b) Is your rental of the premises based on a percentage of the receipts of business?

Yes No

If yes, give details:

N/A

(c) Is your rental contingent upon the amount of business done or to be done?

Yes No

If yes, give details:

N/A

If the license applied for is granted or renewed, do you agree to abide by all ordinances of the City of Statham and Laws of the State of Georgia and Federal Government relating to the use, possession, transportation, sale of beverages, and other laws of said entities as relate to the peace and good order thereof?

Yes No

Do you now hold a license to sell alcohol in the City of Statham or Barrow County?

Yes No

If yes, give name of business, its address, and the type of license held:

Statham Food Mart Inc, Marye Food Mart Inc, Bethlehem

Does any member of your immediate family now hold a license to sell alcohol from the City of Statham or Barrow County?

Yes No

If yes, give name of person, relationship to you, his or her address, and the type of license held:

N/A

Have you or any person or persons associated with you in making this application ever held a license to sell alcohol from any county, town, city, or municipality of the State of Georgia or other State, which was revoked:

Yes No

If yes, give details:

Does any person have any interest in this business as a silent, undisclosed partner or joint venture? Yes No

If yes, give name and address of such person and his/her interest:

If yes, give name of wholesaler and details as to how he/she shares in any receipts or profits:

(c) Do you have any agreement with any person, company or firm holding a wholesale license to sell alcohol from the City of Statham, Barrow County or other municipality or county in the State of Georgia to back or agree to back you financially in this business?

[] Yes [/] No

If yes, give name of wholesaler and details of agreement:

The undersigned swears on oath that the foregoing answers and statements made by him or her are true and correct.

APPLICANT

[Handwritten Signature]

BY

SHANI JOSEPH

Individual; if a corporation indicate office; if a partnership, indicate if a partner

Sworn to and subscribed before me,

This 11 day of January, 2022.

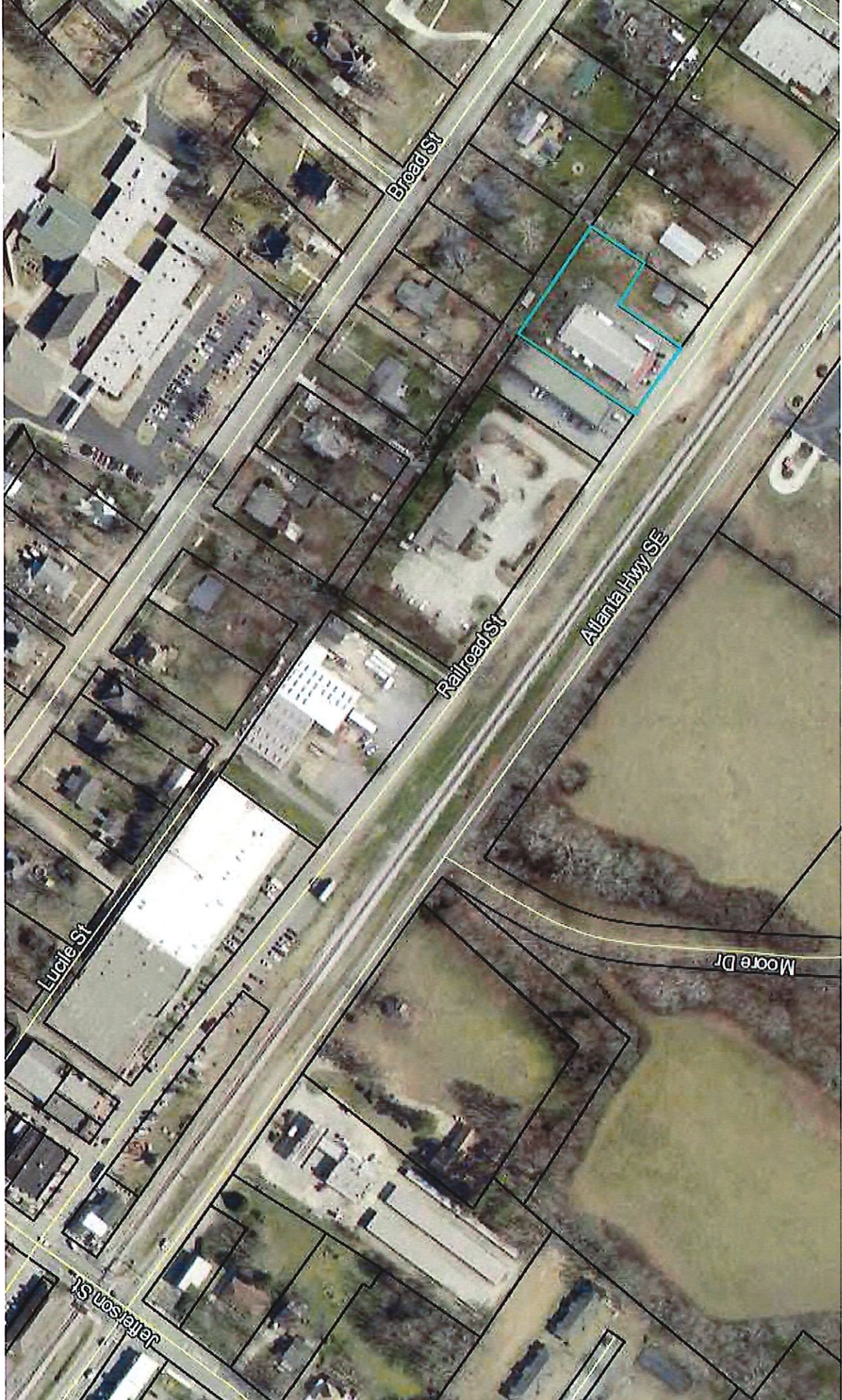
[Handwritten Signature]

Notary Public

Commission expires: July 1, 2023

(Seal)





Broad St

Railroad St

Atlanta Hwy SE

Moore Dr

Lucile St

Jefferson St

LS 090721



President
Jim Thornton
Mayor, LaGrange

First Vice President
Julie Smith
Mayor, Tifton

Second Vice President
Randall Walker
Mayor, Perry

Third Vice President
Fred Perriman
Mayor, Madison

Immediate Past President
Vince Williams
Mayor, Union City

CEO & Executive Director
Larry H. Hanson

March 31, 2022

Ms. April Plank Stephens
City Accountant
City of Statham
327 Jefferson St.
Statham, Georgia 30666

RE: Direct Installment Program

Dear Ms. Plank Stephens:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by April 28, 2022 to guarantee the 3.12% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6274.

Sincerely,

Philip Potter
Financial Services Manager

/PP
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. The lender will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated May 29, 2008, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **Definitions.** Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. **Property.** The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. **Lease Payments.** The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. **Term of Lease.** The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. **Agreements, Representations and Warranties.** Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Lessee has received, tested, and finally accepted the Property;
 - (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-

60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;

- (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property; and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Statham 327 Jefferson St. Statham, GA 30666 Attn: City Accountant (770) 725-5455	Enclosed	\$37,339.00

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Magnolia Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)

City of Statham

Signed By: _____

City Manager or Mayor

Print Name: _____

Attested By: _____

City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____

Executive Director

Attested By: _____

Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Ford Interceptor		\$37,339.00

SAMPLE
Payment Amortization Report

Customer: City of Statham #1

Interest Rate: 3.1200% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	3/22	0.00	0.00	0.00	37,339.00	0.00	0.00	37,339.00
1	4/22	1,087.84	990.76	97.08	36,348.24	97.08	0.00	36,348.24
2	5/22	1,087.84	993.33	94.51	35,354.91	94.51	0.00	35,354.91
3	6/22	1,087.84	995.92	91.92	34,358.99	91.92	0.00	34,358.99
4	7/22	1,087.84	998.51	89.33	33,360.49	89.33	0.00	33,360.49
5	8/22	1,087.84	1,001.10	86.74	32,359.38	86.74	0.00	32,359.38
6	9/22	1,087.84	1,003.70	84.13	31,355.68	84.13	0.00	31,355.68
7	10/22	1,087.84	1,006.31	81.52	30,349.37	81.52	0.00	30,349.37
8	11/22	1,087.84	1,008.93	78.91	29,340.44	78.91	0.00	29,340.44
9	12/22	1,087.84	1,011.55	76.29	28,328.88	76.29	0.00	28,328.88
	2022	9,790.55	9,010.12	780.43		780.43		
10	1/23	1,087.84	1,014.18	73.66	27,314.70	73.66	0.00	27,314.70
11	2/23	1,087.84	1,016.82	71.02	26,297.88	71.02	0.00	26,297.88
12	3/23	1,087.84	1,019.46	68.37	25,278.41	68.37	0.00	25,278.41
13	4/23	1,087.84	1,022.12	65.72	24,256.30	65.72	0.00	24,256.30
14	5/23	1,087.84	1,024.77	63.07	23,231.52	63.07	0.00	23,231.52
15	6/23	1,087.84	1,027.44	60.40	22,204.09	60.40	0.00	22,204.09
16	7/23	1,087.84	1,030.11	57.73	21,173.98	57.73	0.00	21,173.98
17	8/23	1,087.84	1,032.79	55.05	20,141.19	55.05	0.00	20,141.19
18	9/23	1,087.84	1,035.47	52.37	19,105.72	52.37	0.00	19,105.72
19	10/23	1,087.84	1,038.16	49.67	18,067.56	49.67	0.00	18,067.56
20	11/23	1,087.84	1,040.86	46.98	17,026.69	46.98	0.00	17,026.69
21	12/23	1,087.84	1,043.57	44.27	15,983.12	44.27	0.00	15,983.12
	2023	13,054.07	12,345.76	708.31		708.31		
22	1/24	1,087.84	1,046.28	41.56	14,936.84	41.56	0.00	14,936.84
23	2/24	1,087.84	1,049.00	38.84	13,887.84	38.84	0.00	13,887.84
24	3/24	1,087.84	1,051.73	36.11	12,836.11	36.11	0.00	12,836.11
25	4/24	1,087.84	1,054.47	33.37	11,781.64	33.37	0.00	11,781.64
26	5/24	1,087.84	1,057.21	30.63	10,724.43	30.63	0.00	10,724.43
27	6/24	1,087.84	1,059.96	27.88	9,664.48	27.88	0.00	9,664.48
28	7/24	1,087.84	1,062.71	25.13	8,601.77	25.13	0.00	8,601.77
29	8/24	1,087.84	1,065.47	22.36	7,536.29	22.36	0.00	7,536.29
30	9/24	1,087.84	1,068.24	19.59	6,468.05	19.59	0.00	6,468.05
31	10/24	1,087.84	1,071.02	16.82	5,397.03	16.82	0.00	5,397.03
32	11/24	1,087.84	1,073.81	14.03	4,323.22	14.03	0.00	4,323.22
33	12/24	1,087.84	1,076.60	11.24	3,246.62	11.24	0.00	3,246.62
	2024	13,054.07	12,736.50	317.57		317.57		

Payment Amortization Report

Customer: City of Statham #1

Interest Rate: 3.1200% (Monthly)

<u>Per</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Balance</u>	<u>Accrued Interest</u>	<u>Accrued Int Bal</u>	<u>Net Balance</u>
34	1/25	1,087.84	1,079.40	8.44	2,167.22	8.44	0.00	2,167.22
35	2/25	1,087.84	1,082.20	5.63	1,085.02	5.63	0.00	1,085.02
36	3/25	1,087.84	1,085.02	2.82	0.00	2.82	0.00	0.00
	2025	3,263.52	3,246.62	16.90		16.90		
Totals:		39,162.21	37,339.00	1,823.21		1,823.21		

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated May, 29, 2008 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Statham (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Statham

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D

Form 8038-GC
 (Rev. January 2012)
 Department of the Treasury
 Internal Revenue Service

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Statham	2 Issuer's employer identification number (EIN) 58-600669	
3 Number and street (or P.O. box if mail is not delivered to street address) 327 Jefferson St.	Room/suite	
4 City, town, or post office, state, and ZIP code Statham, GA 30666	5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ms. April Plank Stephens, City Accountant		7 Telephone number of officer or legal representative (770) 725-5455

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a \$37,339
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a \$37,339
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions) Ford Interceptor	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(E)(ii)(iii) (small issuer exception), check this box <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: Magnolia Bank	
13 Vendor's or bank's employer identification number:	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent	Signature of issuer's authorized representative	Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Firm's name	Firm's EIN	Check <input type="checkbox"/> if not employed
	Firm's address	Phone no.	PTIN

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on www.irs.gov for information about the Form 8038 series and its instructions, at www.irs.gov/forms8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of May 29, 2008, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The _____ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Ford Interceptor (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check applicable box)

An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Statham, Georgia (the "City"), and that the foregoing is a true copy of the Resolution or, Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk



LS 033122

President
Jim Thornton
Mayor, LaGrange

First Vice President
Julie Smith
Mayor, Tifton

Second Vice President
Randall Walker
Mayor, Perry

Third Vice President
Fred Perriman
Mayor, Madison

Immediate Past President
Vince Williams
Mayor, Union City

CEO & Executive Director
Larry H. Hanson

March 31, 2022

Ms. April Plank Stephens
City Accountant
City of Statham
327 Jefferson St.
Statham, Georgia 30666

RE: Direct Installment Program

Dear Ms. Plank Stephens:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by May 15, 2022 to guarantee the 3.12% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6274.

Sincerely,

A handwritten signature in black ink that reads 'Philip Potter'.

Philip Potter
Financial Services Manager

/PP
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. The lender will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated May 29, 2008, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. Lease Payments. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
 - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Statham 327 Jefferson St. Statham, GA 30666 Attn: City Accountant (770) 725-5455	Enclosed	\$39,495.00

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Magnolia Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)

City of Statham

Signed By: _____

City Manager or Mayor

Print Name: _____

Attested By: _____

City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____

Executive Director

Attested By: _____

Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Ford F-150		\$39,495.00

SAMPLE
Payment Amortization Report

Customer: City of Statham #2

Interest Rate: 3.1200% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	3/22	0.00	0.00	0.00	39,495.00	0.00	0.00	39,495.00
1	4/22	1,150.65	1,047.97	102.69	38,447.03	102.69	0.00	38,447.03
2	5/22	1,150.65	1,050.69	99.96	37,396.34	99.96	0.00	37,396.34
3	6/22	1,150.65	1,053.42	97.23	36,342.92	97.23	0.00	36,342.92
4	7/22	1,150.65	1,056.16	94.49	35,286.76	94.49	0.00	35,286.76
5	8/22	1,150.65	1,058.91	91.75	34,227.86	91.75	0.00	34,227.86
6	9/22	1,150.65	1,061.66	88.99	33,166.20	88.99	0.00	33,166.20
7	10/22	1,150.65	1,064.42	86.23	32,101.78	86.23	0.00	32,101.78
8	11/22	1,150.65	1,067.19	83.46	31,034.59	83.46	0.00	31,034.59
9	12/22	1,150.65	1,069.96	80.69	29,964.63	80.69	0.00	29,964.63
	2022	10,355.87	9,530.37	825.50		825.50		
10	1/23	1,150.65	1,072.74	77.91	28,891.88	77.91	0.00	28,891.88
11	2/23	1,150.65	1,075.53	75.12	27,816.35	75.12	0.00	27,816.35
12	3/23	1,150.65	1,078.33	72.32	26,738.02	72.32	0.00	26,738.02
13	4/23	1,150.65	1,081.13	69.52	25,656.89	69.52	0.00	25,656.89
14	5/23	1,150.65	1,083.94	66.71	24,572.94	66.71	0.00	24,572.94
15	6/23	1,150.65	1,086.76	63.89	23,486.18	63.89	0.00	23,486.18
16	7/23	1,150.65	1,089.59	61.06	22,396.59	61.06	0.00	22,396.59
17	8/23	1,150.65	1,092.42	58.23	21,304.17	58.23	0.00	21,304.17
18	9/23	1,150.65	1,095.26	55.39	20,208.91	55.39	0.00	20,208.91
19	10/23	1,150.65	1,098.11	52.54	19,110.80	52.54	0.00	19,110.80
20	11/23	1,150.65	1,100.96	49.69	18,009.83	49.69	0.00	18,009.83
21	12/23	1,150.65	1,103.83	46.83	16,906.01	46.83	0.00	16,906.01
	2023	13,807.83	13,058.62	749.21		749.21		
22	1/24	1,150.65	1,106.70	43.96	15,799.31	43.96	0.00	15,799.31
23	2/24	1,150.65	1,109.57	41.08	14,689.74	41.08	0.00	14,689.74
24	3/24	1,150.65	1,112.46	38.19	13,577.28	38.19	0.00	13,577.28
25	4/24	1,150.65	1,115.35	35.30	12,461.93	35.30	0.00	12,461.93
26	5/24	1,150.65	1,118.25	32.40	11,343.68	32.40	0.00	11,343.68
27	6/24	1,150.65	1,121.16	29.49	10,222.52	29.49	0.00	10,222.52
28	7/24	1,150.65	1,124.07	26.58	9,098.44	26.58	0.00	9,098.44
29	8/24	1,150.65	1,127.00	23.66	7,971.45	23.66	0.00	7,971.45
30	9/24	1,150.65	1,129.93	20.73	6,841.52	20.73	0.00	6,841.52
31	10/24	1,150.65	1,132.86	17.79	5,708.66	17.79	0.00	5,708.66
32	11/24	1,150.65	1,135.81	14.84	4,572.85	14.84	0.00	4,572.85
33	12/24	1,150.65	1,138.76	11.89	3,434.08	11.89	0.00	3,434.08
	2024	13,807.83	13,471.92	335.90		335.90		

SAMPLE
Payment Amortization Report

Customer: City of Statham #2

Interest Rate: 3.1200% (Monthly)

<u>Per</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Balance</u>	<u>Accrued Interest</u>	<u>Accrued Int Bal</u>	<u>Net Balance</u>
34	1/25	1,150.65	1,141.72	8.93	2,292.36	8.93	0.00	2,292.36
35	2/25	1,150.65	1,144.69	5.96	1,147.67	5.96	0.00	1,147.67
36	3/25	1,150.65	1,147.67	2.98	0.00	2.98	0.00	0.00
	2025	3,451.96	3,434.08	17.87		17.87		
Totals:		41,423.48	39,495.00	1,928.48		1,928.48		

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated May, 29, 2008 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Statham (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Statham

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D

Form 8038-GC
 (Rev. January 2012)
 Department of the Treasury
 Internal Revenue Service

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Statham	2 Issuer's employer identification number (EIN) 58-6000669	
3 Number and street (or P.O. box if mail is not delivered to street address) 327 Jefferson St.		Receiver's title
4 City, town, or post office, state, and ZIP code Statham, GA 30666		5 Report number (For IRS Use Only)
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ms. April Plank Stephens, City Accountant		7 Telephone number of officer or legal representative (770) 725-5455

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a \$39,495
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a \$39,495
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions) Ford F-150	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(ii) (small issuer exception), check this box <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: Magnolia Bank	
13 Vendor's or bank's employer identification number	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.		
	Signature of issuer's authorized representative	Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Firm's name ▶	Check <input type="checkbox"/> if self-employed	
	Firm's address ▶	Firm's EIN ▶	Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on irs.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of May 29, 2008, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The _____ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Ford F-150 (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check applicable box)

An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Statham, Georgia (the "City"), and that the foregoing is a true copy of the Resolution or, Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF STATHAM, GEORGIA
AND SAFEbuilt GEORGIA, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Statham, Georgia, (“Municipality”) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided

to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available

to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

<p>If to Municipality: Joe Piper, Mayor City of Statham PO Box 28 Statham, Georgia 30666 Email: jpiper@cityofstatham.com</p>	<p>If to Consultant: Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com</p>
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24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Georgia, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Avner Alkhas, Chief Financial Officer
SAFEbuilt Georgia, LLC

Date

Signature
City of Statham, Georgia

Date

Name and Title
City of Statham, Georgia

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, Mechanical, Fire, Erosion Control Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Provide fire suppression, sprinkler and alarm system inspections
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Provide fire suppression, sprinkler and alarm system plan review
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine permit fees based on Municipal fee schedule as established by ordinance, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance

Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations as requested in writing by Municipality
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Assist in the preparation of cases for court appearances and attend meetings as requested
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
✓ Large commercial within	20 business days	10 business days or less	

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services • Building, Mechanical, Plumbing, Electrical	\$85.00 per hour – two (2) hour minimum
Fire Inspection Services	\$90.00 per hour – two (2) hour minimum
Plan Review Services • Residential and Commercial • Excludes Fire Plan Review	\$90.00 per hour – one (1) hour minimum
Fire Plan Review Services	\$95.00 per hour – one (1) hour minimum
Erosion Control Inspection & Plan Review for Land Disturbance	\$125.00 per hour – two (2) hour minimum
Code Enforcement Services	\$60.00 per hour – two (2) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	\$105.00 per hour – one (1) hour minimum
Permit Technician Service	\$55.00 per hour – two (2) hour minimum
After Hours/Emergency Inspection Services	\$120.00 per hour – two (2) hour minimum
Re-Inspection Fee	\$90.00 per re-inspection
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

EXHIBIT C – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

Insert next page

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EXHIBIT C-TERMS & CONDITIONS

Meritage Systems CommunityCore: Description of Services

CITY OF STATHAM, GEORGIA

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore Including InspectorConnect iOS mobile app for building and code inspections	<input checked="" type="checkbox"/>	\$0.00	\$0.00	3
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	<input type="checkbox"/>	\$	\$	
GIS Integration: Permitting	<input type="checkbox"/>	\$	\$	
Contractor & Business Licensing	<input checked="" type="checkbox"/>	\$	Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	<input checked="" type="checkbox"/>	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	3
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	<input checked="" type="checkbox"/>	\$	NA	
System Training	<input checked="" type="checkbox"/>		NA	
Total:		\$0.00	\$0.00	3

CommunityCore Permit Management Features:

PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 3755 Precision Drive, Suite 140, Loveland, CO 80538 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. Definitions. For purposes of this Agreement the following terms have the following meanings:

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

2. Customer's Access To And Use Of The Services.

- a. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

- a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

- a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

- a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

11. Certain Liabilities, Limitation of Liability.

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.



Bradley
electronics

IT Proposal

To:

April Plank
City of Statham
aplank@cityofstatham.com
770-725-5455
327 Jefferson St
Statham, GA 30666
United States

Prepared by:

Matthew Bradley
Bradley Electronics
matthewb@bradleyelectronics.com

ABOUT BRADLEY ELECTRONICS

Bradley Electronics was formed in 2006 with the goal of providing IT support for small businesses around the Barrow County area. In 2016 we partnered with Peachtech Computers to better help the individual user and fill a need in providing affordable PC repair and support. We have recently expanded our market area for providing flat rate IT management and support for the greater Atlanta area, servicing clients from 5-300 users. While we specialize in HIPAA security and compliance, we also offer these same world-class services to a variety of vertical markets. We currently have clients ranging from retail, health, law, manufacturing and real estate. Combined, Bradley Electronics has over 150 years of information technology experience. We treat all our business relationships as a partnership, with a mutual goal of helping each other grow and prosper.

Some of our clients



Quote - Equipment and Labor

Below is a list of one time purchases for hardware and all labor involved in the installation and delivery.

Name	Quantity	Price	Total
Server			
HP Microserver Gen10 Plus	1	\$2,999	\$2,999
Xeon E-2224 3.4Ghz, 32GB RAM, 2TB SSD x 3 (RAID 1 with hot spare) Windows Server 2019 Standard			
Firewall			
Edgerouter 4 Firewall	1	\$250	\$250
Allows us to remotely manage the security settings and web filtering including VPN management and intrusion prevention.			
<input type="checkbox"/> UPS 1400VA Enterprise Grade	1	\$700	\$700
If you aren't currently using a battery backup system for the server and networking equipment, I would highly recommend this.			
Labor			
Migration to new server	10	\$0 / hour	\$0
Transfer data from old server. Set up new server and migrate all workstations to use the new server. This labor would be included in a 12 month agreement			
Workstations and Monitors			
Custom Workstation PC	1	\$630	\$630
Core i5-9400 / 16GB / 240GB SSD / DVDRW / Windows 10 Pro / Keyboard and Mouse			
<input checked="" type="checkbox"/> 22" Monitor	2	\$120	\$240
<input type="checkbox"/> 24" Monitor	1	\$140	\$140
Total			\$4,119

Quote - Monthly Service

Name	Quantity	Price	Total
Managed IT Monthly Services			
Managed IT Services (per workstation / user)	8	\$67 per month	\$536
<p>All-inclusive Support. Remote, on-site or in our shop. Antivirus, Maintenance, Security Patches, Network / Hardware / Backup Monitoring, Remote Login Licensing. * Includes Office 365 email + archiving + apps</p>			
Managed IT Services (per workstation / user)	6	\$60 per month	\$360
<p>All-inclusive Support. Remote, on-site or in our shop. Antivirus, Maintenance, Security Patches, Network / Hardware / Backup Monitoring, Remote Login Licensing. * Includes Office 365 apps (no email)</p>			
Office 365 Email Account + Archiving (per user)	18	\$8 per month	\$144
Managed IT Services (per server)	1	\$90 per month	\$90
<p>Same as Workstation plus additional hardware and event log monitoring, server grade antivirus and extra maintenance. Complete file auditing for government compliance of network shares giving a "paper trail" of who accessed what file and when.</p>			
Managed Cloud Backup	1	\$120 per month	\$120
<p>Complete server backup every hour. Includes backup appliance which can also function as a spare server in a disaster recovery event. Nightly snapshots are stored off-site into our data center meeting all HIPAA encryption requirements.</p>			
Total per month			\$1,250



November 16, 2021

City Council
City of Statham
327 Jefferson Street
Statham, Georgia 30666

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Statham, Georgia.

We will apply the agreed-upon procedures, which the City of Statham, Georgia (the City) has specified, listed below.

We will obtain the following documents and/or reports related to the defined contribution plan (the Plan) for the period July 1, 2018 to June 30, 2020:

- Contribution report by pay period directly from Mass Mutual.
- Copies of pay stubs for each employee.
- Contribution remittance report by pay period prepared by the City.

We will perform the following procedures:

1. Recalculate what should have been remitted to the Plan based on the formula in the plan document.
2. Compare recalculated amount to the amounts actually remitted for the Employee and Employer contributions.
3. Calculate over/under remitted by the Employer for each employee.

This engagement is solely to assist the City in correct the deferred compensation owed in favor for each employee, not amounts previously overpaid will be removed from each employees deferred benefit plan. Our engagement to apply agreed-upon procedures will be conducted in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified party of the report, namely the City of Statham, Georgia. Consequently, we make no representation regarding the sufficiency of the procedures described above either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures enumerated above do not constitute an audit, we will not express an opinion on the City's financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion on the effectiveness of the City's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed above.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the information and use of the management of the City of Statham, Georgia, and is not intended to be and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of the accounts of the City in accordance with Generally Accepted Accounting Principles; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual who possesses suitable skill, knowledge, and/or experience to oversee the services we are to provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Amanda M. Wilkson, C.P.A., is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We will begin our procedures on approximately October 19, 2021 and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2021. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the accounts of the County in accordance with Generally Accepted Accounting Principles.

We expect our fees for these services to be \$8,000 - \$15,000, billed at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Payment is due when bills are rendered. A service charge will be added to past due accounts.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Sincerely,

Bates, Carter & Co., LLP

Bates, Carter and Co., LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Statham, Georgia.

By: _____

Title: _____

Date: _____

**RESOLUTION
CERTIFIED CITY OF ETHICS**

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Statham wishes to be certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Statham, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- *Serve Others, Not Ourselves
- *Use Resources with Efficiency and Economy
- *Treat All People Fairly
- *Use the Power of Our Position for the Well Being of Our Constituents
- *Create An Environment of Honesty, Openness, and Integrity

RESOLVED this _____ day of _____, 2022.

Joe Piper, Mayor

Deborah Krause, Council Member

Lee Patterson, Council Member

Scott Penn, Council Member

Hattie Thrasher, Council Member

Gary Venable, Council Member

ATTEST:

April Stephens, City Accountant



Statham Speed Table Program

Summary

An ordinance will be established for the Statham citizens who would like to pursue the installation of the speed tables on local, residential streets with a speed of 25 mph after an evaluation of the severity of a speeding problem. Upon completion of the evaluation, a petition to the City will be circulated among the property owners along the affected street with at least 75% of the property owners approving the proposal.

- All property owners in the affected area should be contacted and given the opportunity to sign the petition indicating their "for" or "against" the installation of speed tables.
- For subdivisions that are not completed or fully built out, a minimum of 60% of the total units must be occupied before a petition may be considered.
- The completed petition must be submitted to the City of Statham, where it will be checked against tax records of the petitioned neighborhood.
- The use of speed tables is limited to local, residential streets where excessive speeding can be documented.
- If the traffic evaluation finds that speed tables are warranted, the findings will be presented to the City Council for consideration during a public hearing.

Implementation of the Speed Table Program shall be at the expense of the property owners of the petitioned area. Such costs shall include but not limited to:

- The traffic evaluation
- Purchase of speed control device product/material and corresponding labor
- Signage and markings
- Any maintenance

The City will create a special assessment district consisting of those properties that are located within the residential subdivision of the proposed speed tables.

If the installation of speed tables is approved, the initial cost of installation, including the traffic study, materials, signage, markings, and labor, will be assessed as a one-time charge divided among all the lots in the special assessment district. Thereafter, an annual fee for the maintenance of speed control devices shall be assessed per each lot located in the special assessment district.

If the property owners want the speed control devices removed, at least 80% of them must vote in favor of removing the speed control devices, and a petition must be signed by the property owners. This is only considered after speed control devices have been in place for a period of at least one

year after final installation. If approved, the cost of removal will be paid using previously collected annual maintenance fees. All previously paid maintenance fees are non-refundable upon removal.

The City reserves the authority to remove speed tables at any time for reasons of safety, changes in regulatory requirements, laws, guidelines, or new construction.

EXAMPLE ORDINANCE

Speed Table Program Ordinance

This ordinance has been established for the citizens of Statham who want to pursue the installation of speed tables in their neighborhoods. The program provides property owners a process to install speed tables on City maintained roads where studies indicate their use would meet the desired results of reducing neighborhood speeds and their installation is favored by a majority of the property owners in the neighborhood.

1. **Petition Process.** To have speed control devices considered for installation on City maintained neighborhood roads, a petition must be submitted to the City of Statham.
 - a. Contact City of Statham for petition paperwork.
 - b. For subdivisions not built out or complete, a minimum of 60% of the total units must be occupied before a petition may be considered.
 - c. All property owners in the subdivision should be contacted and given the opportunity to sign the petition, indicating their "yes" or "no" concerning the installation of speed control devices.
 - d. Only the signature of the legal owner of the property will be proper for the purposes of the petition.
 - e. All property owners must sign individually, including the owners of undeveloped lots.
 - f. If a property is jointly owned by a married couple, both signatures are required (e.g. a "Mr. & Mrs." signature is not acceptable).
 - g. Multiple owners must all indicate a "yes" on the petition in order for a "yes" vote to count for that lot.
 - h. Renting tenants are not an acceptable substitute for the legal property owner.
 - i. Each lot counts as one vote, regardless of the number of owners signing.
 - j. At least 75% of the property owners must be in favor of speed control devices for petitions to be considered.
 - k. Completed petition must be submitted to the City of Statham where it will be checked against tax records and land lot maps to ensure it meets all requirements.
 - l. For petitions that do not meet the requirements, the city will conduct a preliminary field inspection to consider the road geometry. If the street, grade, and other fixed factors do not meet the necessary requirements for consideration of speed control devices, the initial request will fail and no further action will be taken. If the street, grade and other fixed factors qualify for the Speed Table Program, a traffic study will be conducted to determine whether the subject street meets the criteria for the installation of speed control devices.
 - m. In the case a petition fails to meet the requirements set forth herein, the property owners must wait 12 months from the date of the initial request before requesting another study of the same street(s).
2. **Eligibility.** The use of speed control devices is limited to residential streets where excessive speeding can be documented.

- a. Only streets that are within residential subdivisions and classified as local streets (<4000 vehicles per day) are eligible for installation of speed control devices.
- b. A traffic study by a firm or individual competent and qualified to perform such study shall be required and such findings must show that a speeding problem exists based on the standard of an 85th percentile speed of at least 11 mph over the posted speed limit of 25 mph.
- c. A preliminary field investigation performed by the Transportation Division prior to the traffic study may find that speed control devices are not warranted due to existing conditions such as but not limited to horizontal and vertical alignment, sight distance, length and width of roadway.

3. Approval Process.

- a. If the traffic study finds that speed control devices are warranted, the findings will be presented to the city council for consideration.
- b. A public hearing will take place prior to the presentation to allow for public comments.
- c. The city council shall take into account traffic study findings, public comments, and staff presentation for final approval of the installation of speed control devices on the street or street section in question.
- d. After approval, reasonable effort will be made for installation in a timely manner, typically four to six months.
- e. Speed tables shall be installed only by the city or its designated contractor; property owners within a subdivision cannot install speed tables.

4. Cost. Implementation of the Speed Table Program shall be cost/revenue neutral to the city in that each respective property owner(s) shall be responsible for the pro-rata share of cost of said installation and upkeep and the city shall not incur any charge. Such costs shall include but are not limited to:

- a. The initial traffic study by engineering firm;
- b. Purchase of speed control device product/material and corresponding labor;
- c. Signage and markings; and
- d. Any maintenance.

The city will create a special assessment district which will consist of those properties that are located within the residential subdivision of the proposed speed table(s). If the installation of speed tables is approved, the initial cost of installation, including the traffic study, materials, signage, markings and labor, will be assessed as a one-time charge divided among all the lots in the special assessment district. Thereafter, an annual fee for the maintenance of speed control devices shall be \$xx per year per each lot located in the special assessment district.

- 5. Criteria for Location and Type.** Transportation Division personnel will plan the type and placement of speed control devices based on the streets meeting program requirements using the following guidelines:
- a. Grade - Speed control devices should not be installed on street sections with grades greater than eight percent (8%).
 - b. Number of Speed Tables in a Series - Speed tables are not to be used to slow traffic at a given "point," but rather to reinforce a safe speed along a street or street section. For this reason, a single speed control device is not recommended. Usually, a series of speed tables should not exceed three-quarters of a mile. If the street or street section to be treated exceeds a mile, speed control devices can be used in conjunction with other traffic calming devices, such as traffic circles, thus reducing the number of speed control devices necessary to achieve targeted speed reduction.
 - c. Spacing - Research indicates that spacing speed control devices between 300 and 500 feet apart is most effective at lowering the 85th percentile speed to the targeted speed range.
 - d. Location - The first speed control device in a series should normally be located in a position where it cannot be approached at high speed from either direction. To achieve this objective, the first speed control device in a series is typically installed within 100 and 200 feet of a small-radius curve or stop sign. Care should be taken so that speed control devices are not planned with conflict with utility access, manhole covers, and driveway cuts.
 - e. The city shall only install that certain type of speed control device which is capable of being removed and does not disqualify the city from receiving local assistance funds or other such funds in terms of resurfacing such roads.
- 6. Removal.** The removal of speed control devices may proceed or occur if the city is presented with a petition requesting that the speed control devices be removed.
- a. At least 80% of the property owners must vote in favor of removing the speed control devices; and
 - b. The petition must be signed by the property owners in accordance with the criteria described in items a-m of the Petition Process section above.
 - c. Such a petition will only be considered after speed control devices have been in place for a period of at least one year after final installation.
 - d. If approved, the cost of removal will be paid using previously collected annual maintenance fees.
 - e. All previously paid maintenance fees are non-refundable upon removal.

- f. The city reserves the authority to remove the speed control devices at any time for reasons of safety, changes in regulatory requirements, laws, guidelines and any new construction.

Why is the petition signed by only the residents of the subject street?

The petition coversheet, which should be read by all affected property owners, outlines the aspects of the speed table program. The property owners of the affected street or "defined service area" will become a part of a special assessment district of properties that will directly benefit from the speed table installation. Once approved by the City Council, this special assessment district will be charged the annual maintenance fee on their property tax bill.

Residents on other streets will not be affected since they will not be within the special assessment district, and thus are not eligible to sign the petition.

What is the difference between a speed table and a speed hump?

Speed tables are designed to achieve a specific result on vehicle operations without imposing an unacceptable or unreasonable safety risk. Motorists can travel along the street at speeds close to the posted speed limit with little or no discomfort. Speed bumps, on the other hand, are abrupt devices designed to be crossed at slow speeds and are mostly used in parking lots or private driveways.

When will the speed table program begin?

The City plans to implement the program at the beginning of the new fiscal year, July 1, 2022.

For more information

City of Statham
327 Jefferson Street
Statham, GA 30666
(770) 725-5455

staff@cityofstatham.com

Mayor
Joe Piper

City Council
Deborah Krause
Lee Patterson
Scott Penn
Hattie Thrasher
Gary Venable

Police Chief
Ira Underwood

Public Works Director
Jordan McDaniel

City Accountant
April Stephens

Interim City Clerk
Joe Davis

City of Statham

Speed Table Program

July 1, 2022



CITY OF STATHAM SPEED TABLE PROGRAM

The City of Statham will consider speed table installation on streets classified as local, residential streets with a speed of 25 mph after an evaluation of the severity of the speeding problem. Before speed tables can be installed, a petition will be circulated among the property owners along the affected street with at least 75 percent (75%) of the property owners approving the proposal.

Although the City of Statham recognizes speed tables as an effective method to reduce speeds, installation of this traffic calming device can be controversial. This brochure serves to outline key points in the City's policy and answer some common questions about the Speed Table Program.

How does the program work?

Once a complaint about speeding problems on a residential street is received, City staff will conduct a traffic study at the site. A traffic counter will be placed on the road to collect the speed, volume, and direction data. Based upon the results of this study, City staff can determine the severity of a speeding problem and the appropriate solutions for this location.

Depending upon the results of the speed study, a speed table layout may be prepared and then sent with a petition to the citizen making the request.

At least 75 percent (75%) of the property owners along the affected street will have to approve the layout on a formal petition before the proposal is forwarded to the City Council for a public hearing. The petition process allows the neighborhood to make the decision if speed tables are the appropriate tool for traffic calming.

What is the cost to the homeowners?

Speed tables can cost between \$5,000 – 15,000. The City Council will vote to assess an annual maintenance fee after the public hearing for each property on the affected street. This assessment will be added on the property tax bill each year.

Where are speed tables located?

Speed tables are not used to slow traffic at given point but rather to reinforce a safe speed along a street or street section. In most applications, they are spaced approximately 400 feet apart since studies across the nation indicate this is the most effective method at reducing the 85th percentile speed to between 28 and 30 mph. The first table in a series is located near a controlled intersection to prevent a motorist approaching a speed control district at excessive speeds. Speed tables are not located on hills with a grade greater than eight percent.

Will stop signs reduce speeding in our neighborhood?

Stop signs are used to assign right-of-way at busy intersections. National standards have been established to determine when stop signs are warranted, taking into consideration traffic volume, sight distance and accident history.

Engineering studies across the nation have shown that multi-way stops do not work well as speed control devices. While speeds decrease in the immediate vicinity of unwarranted stop signs, speeds often increase between stop signs as drivers "make up for lost time," thus any effect that they have on speeds is purely local.

Most drivers are reasonable and prudent. When confronted with unreasonable and unnecessary restrictions, motorists are more likely to violate them, which often leads to contempt for other traffic signs.

Why is a petition used?

The City of Statham uses a neighborhood-driven approach to residential speed control. For the speed table to be effective, the installation should be supported by the property owners along the subject street. The City staff is responsible for managing the speed table program, while the residents are responsible for obtaining community support. The petition is circulated in the neighborhood by the requesting citizen or other community representative. Each property owner listed on the title (for example, a spouse or if the deed lists "et al") is required to sign the petition. When a property owner offers to sign the petition, it is an indication that he or she understands the speed table proposal and the related information. A witness is required to verify each signature.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

CONTRIBUTION PAYMENT TERMS

CITY OF STATHAM

RLFC# ST6

INVOICE NUMBER	322395
EFFECTIVE DATE	05/01/2022
INVOICE AMOUNT	\$77,709
PROPOSAL NUMBER	RST6-PR2022-1

PAYMENT TERMS:

- OPTION 1: Full Amount Due on Binding
- OPTION 2: 50% Down – Balance due in 30 days
- OPTION 3: 25% Down – Balance due in 4 monthly installments. The entire contribution must be paid within 6 months of the effective date.

Checks should be made payable to **GIRMA**. Please sign and return with your check to:

Georgia Interlocal Risk Management Agency
P.O. Box 105377
Atlanta, Georgia 30348

Please sign and date on the lines below that you have read and accept the limits and deductibles outlined in the renewal terms. Please return the signed invoice with your initial payment to the GIRMA address above.

Authorized Signature

Date



RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

Chair
Rebecca L. Tydings
City Attorney, Centerville

Vice Chair
Marcia Hampton
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Mayor, Calhoun

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Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

February 23, 2022

MEMORANDUM VIA EMAIL

TO: Members of the Georgia Interlocal Risk Management Agency (GIRMA)
FROM: Stan Deese
Director, Risk Management Services
SUBJECT: May 1, 2022 – 2023 GIRMA Renewal Announcements

Dear Member,

In preparation for the upcoming May 1, 2022-2023 GIRMA renewal, we wanted to make you aware of several updates that will be effective for the renewal.

Renewal Rates - We are pleased to announce that GIRMA will not increase base rates for this renewal. The base rates are what is applied to exposures to generate the manual contribution. Please note changes to losses and exposures may impact your billed contribution.

Renewal Credit - As in years past, GIRMA is distributing a renewal credit based on the loss experience and total contributions of each individual member. The amount of the renewal credit approved by the Board of Trustees for the 2022-2023 coverage period is \$3,750,000.

Coverage Changes – GIRMA has recently conducted a review of the Member Coverage Agreement. As a result, the Member Coverage Agreement has been updated to change certain coverages and clarify or correct intent in several areas.

A summary of the updates is below. Attached to this email, we are also providing copies of each change. Please contact Meghan Murray or Lindsey Albright if you have questions. Their contact information is at the end of this announcement. Please note that the actual Member Coverage Agreement and endorsements govern the coverage afforded to Members.

- **Sovereign Immunity Endorsement:** The sovereign immunity afforded Georgia municipalities (sometimes referred to as “governmental” or “municipal” immunity) is embodied in the current Georgia Constitution at Art. 9, § 2, ¶ IX, which provides, “The General Assembly may waive the immunity of counties, municipalities, and school districts by law.” Under this provision, the legislature has waived the immunity of municipalities for claims involving (1) Motor Vehicles up to a waiver of \$500,000 per person/\$700,000 per accident (2) Open Meetings Act (3) Open Records Act (4) Brought by “whistleblowers (5) Nuisance claims and (6) Claims for which insurance coverage is available.

The use of this endorsement will protect GIRMA Members from most General Liability claims by creating an exclusion for all claims for which the defense of sovereign immunity would be available in the absence of the GIRMA coverage. We anticipate based on recent case law that it may also allow municipalities to preserve sovereign immunity on Motor Vehicle claims to the extent that the claims exceed \$500,000 per person/\$700,000 per accident. With these exceptions, it would not apply to the categories of claims outlined above or federal claims, but may allow GIRMA to deny other liability claims so that Members may retain rights to Sovereign Immunity in many cases.

Use of this endorsement is consistent with what many of GIRMA's commercial competitors have on their policy forms. The application of this exclusion should reduce incurred losses for the General Liability line of coverage and result in future premium savings for GIRMA Members.

- **Shared Pool Aggregate Limits:** GIRMA purchases reinsurance as a protection to its members and the pool surplus. In the event of a catastrophic claim, GIRMA has reinsurance to limit the impact of any one large loss event. Specifically for Flood and Earthquake coverage, GIRMA provides each member with \$10,000,000 of coverage limits on a per occurrence and annual aggregate basis. The member limit will remain at \$10,000,000. What is changing is that, due to reinsurance requirements, GIRMA must state that all Members share an annual aggregate limit of \$100,000,000.
- GIRMA also includes coverage for Terrorism. The Terrorism coverage also has a \$100,000,000 shared policy aggregate.

Please be assured that GIRMA has run probable maximum loss scenarios and it is extremely unlikely that these shared limits would ever be exhausted. The purchase of shared limits reinsurance is common in pools across the country.

- **Crime:** GIRMA has added an exclusion for claims arising out of Ransomware and Extortion to the Crime Coverage Section. These types of claims should be handled via the Cyber (Privacy and Network Liability) coverage.
- **Inflatable Amusement Device Endorsement:** Corrected reference from "exclusion 16" to "exclusion 15."

As always, we appreciate your support of the GIRMA program. Should you have any questions, please feel free to reach out to me at (678) 686-6221. Alternatively, you can also contact Lindsey Albright or Meghan Murray. They can be reached at:

Lindsey Albright
706-877-6400
lalbright@lockton.com

Meghan Murray
678-361-0886
mamurray@lockton.com

Attachment

C: Mr. Larry Hanson
Mr. Randy Logan

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
City of Statham (ST6)	Effective Date	05/01/2022
GENERAL LIABILITY		
Grants Administered	\$0	
GROSS OPERATING EXPENDITURES	\$7,985	
PARK ACREAGE	\$0	
HOUSING AUTHORITIES - UNITS	\$0	
PUBLIC UTILITIES - CABLE / TELECOM	\$0	
PUBLIC UTILITIES - ELECTRIC	\$0	
PUBLIC UTILITIES - GAS	\$0	
PUBLIC UTILITIES - SEWER	\$0	
PUBLIC UTILITIES - WATER	\$1,163	
REFUSE COLLECTION	\$0	
SCHOOLS - ALL OTHER STUDENTS	\$0	
SCHOOLS - TRADE OR VOCATIONAL STUDENTS	\$0	
WATER RELATED ACTIVITIES - # BEACHES, LAKES, POOLS	\$0	
GENERAL LIABILITY TOTALS		\$9,149

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE LIABILITY	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Trucks - Van, Pickups, Light Trucks	6	\$597.67	\$3,586.02	
Trucks - Medium Weight	0	\$0.00	\$0.00	
Trucks - Heavy Weight	3	\$996.12	\$2,988.36	
Trucks - Extra Heavy Weight	1	\$996.12	\$996.12	
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00	
Trucks - Garbage	0	\$0.00	\$0.00	
Trucks - Fire Trucks	0	\$0.00	\$0.00	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	9	\$1,593.79	\$14,344.11	
Private Passenger - All Other Type Cars	1	\$597.67	\$597.67	
Trailers - Semi Trailers	0	\$0.00	\$0.00	
Trailers - Trailers	0	\$0.00	\$0.00	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	0	\$0.00	\$0.00	
AUTO LIABILITY TOTALS	20			\$22,512

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE PHYSICAL DAMAGE	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Trucks - Van, Pickups, Light Trucks	6	\$205.03	\$1,230.18	
Trucks - Medium Weight	0	\$0.00	\$0.00	
Trucks - Heavy Weight	3	\$205.03	\$615.09	
Trucks - Extra Heavy Weight	1	\$205.03	\$205.03	
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00	
Trucks - Garbage	0	\$0.00	\$0.00	
Trucks - Fire Trucks	0	\$0.00	\$0.00	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	9	\$512.57	\$4,613.13	
Private Passenger - All Other Type Cars	1	\$205.03	\$205.03	
Trailers - Semi Trailers	0	\$0.00	\$0.00	
Trailers - Trailers	0	\$0.00	\$0.00	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	0	\$0.00	\$0.00	
PHYSICAL DAMAGE TOTALS	20			\$6,868

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
UNINSURED MOTORIST LIABILITY		\$547
LAW ENFORCEMENT LIABILITY	\$2,242.17 per officer	\$13,453
PUBLIC OFFICIALS LIABILITY		\$10,504
PROPERTY (including Mobile Equipment and Boiler & Machinery)	Values / Rates	\$17,926
Total Insured Value	\$8,227,520	
Rate per \$100 of Value	\$0.2179	
POLICE ANIMALS	\$0	\$0
CRIME	\$24.48 per employee	\$563
TOTAL CONTRIBUTION*		\$81,522

* Figures may be off by \$1 due to rounding

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2022-2023

CITY OF STATHAM

ST6

PO Box 28

Statham, GA 30666

Coverage Period:

May-01-2022 to May-01-2023

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/5/2022

Administered by:

Lockton Companies

3280 Peachtree Road NE #250
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF STATHAM

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$5,000,000
Failure to Supply Utilities Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$25,000
Law Enforcement Liability Deductible	\$25,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$25,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF STATHAM

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$25,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF STATHAM

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$0
Uninsured Motorist Deductible	\$500

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$2,500
Collision Deductible	\$2,500
Hired Physical Damage Deductible	\$2,500

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

Crime / Fidelity	Limit of Liability
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$2,500
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF STATHAM

Property	Limit of Liability
Total Insured Values	\$8,227,520
Blanket Building & Contents	\$7,874,099
Mobile Equipment	\$353,421
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$8,227,520
Earthquake Limit	\$8,227,520
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils <i>(Tier 1 Only-All Perils except Named Windstorm)</i>	\$2,500
Deductible – Mobile Equipment All Perils <i>(Tier 1 Only-All Perils except Named Windstorm)</i>	\$2,500
Deductible – Named Windstorm for Tier 1 Only* <i>* Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.</i>	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$7,874,099
Ordinance or Law Limit	\$7,874,099
Hazardous Substance	\$250,000
Deductible	\$2,500
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$7,874,099
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF STATHAM

Cyber	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$0
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2022-2023

CITY OF STATHAM

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$9,149
Law Enforcement Liability – Before Credit	\$13,453
<i>Law Enforcement Initiative Credit Amount</i>	\$0
Law Enforcement Liability – After Credit	\$13,453
Public Officials Liability	\$10,504
Automobile Liability	\$22,512
Automobile Physical Damage	\$6,868
Property – Buildings & Contents	\$16,151
Mobile Equipment	\$606
Police Animal Mortality	\$0
Crime / Fidelity	\$563
Boiler & Machinery	\$1,169
Uninsured Motorist	\$547
Sub Total	<hr/> \$81,522
Less Renewal Credit	\$3,813
Total	<hr/> \$77,709 <hr/>

Disclaimer:

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April 5, 2022

Office of the Mayor of Statham
P.O. Box 28
Statham GA, 30666



Re: National Safe Digging Month

The Barrow UCC Region 1 Utility Coordinating Committee (UCC) has partnered with Georgia 811 to promote National Safe Digging Month each April for the past five years to coincide with the onset of peak digging season. The initiative was designed to heighten contractor and homeowner awareness of the national 811 notification system. When contacting 811, homeowners are connected to Georgia 811, which notifies the appropriate utility companies of the intent to dig. Professional locators are then sent to the requested digging site to mark the approximate locations of underground lines with flags or spray paint. Once lines have been accurately marked, digging can safely begin around marked lines. The 811 notification system is paramount to the prevention of damage to underground utilities and the safety of Statham residents.

The Barrow UCC appreciates the ongoing support of the City of Statham in local utility coordinating efforts and is asking Mayor Joe Piper to publicly proclaim Safe Digging Month this April 2022 and recognize the importance of contacting 811 before digging.

The following are opportunities for Mayor Joe Piper to show support of Safe Digging Month:

- Issue an official proclamation of Statham Safe Digging Month from the Office of the Mayor. I have attached the wording that can be used.
- Post Statham Safe Digging Month messages on City of Statham social media sites. Georgia 811 has social media messages ready to share on their [Safe Digging Month page](#).
- Record a public service announcement to air on local radio stations or social media during Safe Digging Month.

We thank you in advance for your support of this initiative. If you have questions or would like more information on National Safe Digging Month, visit www.Georgia811.com or contact me directly.

Regards,

Mayor Joe Piper
Barrow UCC Representative
City of Statham
770-725-5455 jpiper@cityofstatham.com

WHEREAS,

Thousands of times each year, the underground infrastructure in Georgia is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage and threat to public safety, and;

WHEREAS,

In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners a simple number to contact utility operators to request the location of underground lines at the intended dig site, and;

WHEREAS,

The Barrow Utility Coordinating Committee, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in Georgia, promotes the National 811 Notification System and Georgia 811 in an effort to reduce these damages, and;

WHEREAS,

Damage prevention is a shared responsibility; by using safe digging practices, the contractors and homeowners of Statham, Georgia can save time, money and help keep our infrastructure safe and connected, and;

THEREFORE,

I do hereby proclaim, on behalf of the City of Statham, the month of April 2022 as;

Statham, Georgia Safe Digging Month

And encourage contractors and homeowners throughout Statham, Georgia, to always contact 811 before digging. Safe digging is no accident!!

Mayor Joe Piper

Date

MAYOR
Joe Piper



CITY COUNCIL
Debi Krause
Lee Patterson
Scott Penn
Hattie Thrasher
Gary Venable

April 5, 2022

RE: FURTHER WELL SITE EXPLORATION

To the Mayor and Council,

The water quality test results from the Hillman-Rainwater well (Well No.3) have come back and the results are not desirable. Attached to this letter are the findings of the water quality test. While the water is treatable, due to the high contaminate levels, the recommendation is that the well be capped and used in the future, only if needed.

Due to Well No.3 not being the most viable site at this time, the Water Department is requesting that additional sites are evaluated. Using the numbers from the preliminary sounding test and other possible sites found recently, we would like to move forward with more in-depth surveying of these sites. The areas which have indicated to be a potential source of water are on private property. Should Council approve the continuation of well exploration, we will move forward with obtaining property owners permission to test on their land and evaluate potential cost to purchase enough property needed for the well, if found to be a quality source.

The Water Department is requesting \$60,000 with a 15% contingency for well exploration, surveying and drilling of new, potential wells. While this dollar amount does not include purchase of property, the goal is to obtain sounding results and drilling possibilities on additional sites before any property is acquired.

In the event the City is unable to obtain permission for these sites, it is requested that the approved funding go to other areas for potential drilling, adhering to the goals and desires of Mayor and Council for the City to become water independent. If approved, the Water Department would like to move forward with drilling up to three (3) new wells. This would be submitted to the EPD at one time, but all three would be under a different permit. Submitting three different sites at once would speed up the State approval process by having all sites included in the review at one time.

The Water Department appreciates your time and consideration in moving forward with new well exploration sites and testing.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jordan McDaniel", is written over the typed name.

Jordan McDaniel
Water Department

H. Dan Harman, Jr., P. G.
Senior Hydrogeologist
Phone: 770-364-8442

GROUND-WATER SERVICES, INC.
3842 Crestmore Drive
Kennesaw, GA 30144
E-Mail: support@groundwaterrock.com
Web Address: www.groundwaterrock.com

MEMO:

DATE: 3-10-22

TO: Jordan McDaniel, City of Statham

SUBJECT: Hillman Park Well Water Analyses

Samples were obtained on 2-14-22 from the lower zone of the well. The lab reports are attached. All parameters were under the allowable limits except for the following:

Turbidity was at 16 ntu; the allowable limit is 5 ntu.

Manganese was at 0.184 mg/L; the allowable limit is 0.05 mg/L.

Gross Alpha was at 3,132.1 pCi/l; the allowable limit is 15 pCi/l.

Radium 226 + Radium 228 was at 21.6 pCi/l; the allowable limit is 5 pCi/l.

Uranium was at 419.9 ppb; the allowable limit is 30 ppb.

The Calcium and Hardness, which have no limits, were high indicating that the water will be hard and may be undesirable to your customers.

The turbidity should decrease over time; the manganese is treatable. The uranium may be treatable, but the public perception and cost may be a hindrance.

I recommend capping the well and use in the future only if needed.

