



WORK SESSION – August 4, 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. **Tax Year 2022 Millage Rate:** The City of Statham has tentatively adopted a millage rate which will require an increase in property taxes for the 2022 tax year. The City of Statham anticipates the property tax levies will be set at 4.003 mills, which is a 19.92% increase from the proposed rollback rate of 3.338. A Tax Report from the City's Finance Department is available on the City's website or may be obtained by contacting Statham City Hall.
2. **Alcohol License Application:** Amaljose Enterprises, LLC, owner and applicant, Amal Jose, has applied for a City of Statham alcoholic beverage license for beer and wine retail package located at 2059 Atlanta Highway SE, Statham, GA 30666, Map and Parcel Number ST06A 099, also known as Statham Food Mart. This location has a current business and alcoholic beverage license for beer and wine, however, a change of ownership has prompted a new alcoholic beverage license application per the City's Alcohol Ordinance.
3. **Alcoholic Beverage License Distance Waiver Permit:** Fajita Mex Grill, applicant, has applied for a City of Statham alcoholic beverage license distance waiver permit for beer, wine and distilled spirits located at 1916 Railroad Street, Statham, GA 30666. This location has a current business license and alcoholic beverage license for beer, wine and distilled spirits by the drink.

DISCUSSION ITEMS

1. **City of Statham Personnel Policy Change – Leave Type:** *Tabled from the July 19, 2022 Regular Meeting.* To approve a change to the City's Employee Benefits – Leave Type in the Personnel Policy Handbook and implement a new Paid Time Off (PTO) accrual system and cancel the current vacation time and sick time policy. This new policy will go into effect January 1, 2023. To minimize any benefit conversion loss from the former vacation policy to this PTO policy, employees whose converted PTO balances are in excess of their new

longevity cap on the effective date of this policy will be able to retain the excess amount and use down excess time through June 30, 2023. On July 1, 2023, any excess time will be paid to the employee. *To benefit those employees who did not abundantly use their accrued sick time:* Employees with accrued sick leave hours between a minimum 96 and maximum of 144 (96-144 hours) from the prior sick leave policy may covert those unused sick hours into PTO hours on the effective date of this policy. Employees will be able to retain the excess amount and use down this excess time through June 30, 2023. On July 1, 2023, all excess time will be paid directly to the employee. Should an employee terminate their employment for any reason prior to July 1, 2023, any converted excess sick time will be forfeited.

2. **City of Statham Personnel Policy Change – Bereavement Leave:** *Tabled from the July 19, 2022 Regular Meeting.* To approve a change to the City’s Bereavement Leave policy in the Personnel Policy Handbook on page 78. The new policy states full-time employees shall be eligible for bereavement leave after ninety (90) days of employment. A total of ten (10) days of paid bereavement leave shall be granted per calendar year to an employee in the event of a death of an employee’s relative. This leave will be paid at the regular employee rate and will not count towards overtime and will not count towards deferred compensation. Relative is defined as Spouse, Parent or Stepparent, Child or Stepchild, Sibling (Brother, Sister, Stepbrother, Stepsister), Grandparent and Grandchildren. Bereavement hours that exceed ten (10) days are unpaid unless PTO is used by the employee. There is no accumulation of bereavement leave and no payment upon separation from City employment.
3. **Barrow County Water Purchase Contract Proposal:** *Tabled from the July 19, 2022 Regular Meeting.* To approve a wholesale water purchase agreement with Barrow County.
4. **O-22-04 Wine Tasting Events Ordinance:** *First reading.* To amend the Code of the City of Statham, Chapter 4, “Alcohol,” Article VI “Retail Package Sales,” to add Section 4-163.
5. **Police Department Lease Agreement:** To approve a lease agreement with Casto Brothers, LLC for the lease of the Statham Police Department located at 1910-C Railroad Street, Statham. The new lease agreement shows an increase in lease amount from \$1,600 per month to \$1,850 per month with an increase beginning October 1, 2022 through June 30, 2023. This increase may require a budget amendment.

CITIZEN INPUT

MINUTE APPROVAL

1. July 19, 2022 Regular Meeting (submitted to Council on July 20, 2022).

ADJOURN

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY:	BARROW	TAXING JURISDICTION:	STATHAM	
ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW				
DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	73,890,688	15,939,180	3,740,012	93,569,880
PERSONAL	5,938,861		2,404,628	8,343,489
MOTOR VEHICLES	880,590		50,850	931,440
MOBILE HOMES	332,606		29,288	361,894
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	81,042,745	15,939,180	6,224,778	103,206,703
EXEMPTIONS	13,162,639	910,592	(1,266,388)	12,806,843
NET DIGEST	67,880,106	15,028,588	7,491,166	90,399,860
	(PYD)	(RVA)	(NAG)	(CYD)

2020 MILLAGE RATE: 4.003 **PROPOSED 2022 MILLAGE RATE:** 4.003

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	67,880,106	
Net Value Added-Reassessment of Existing Real Property	RVA	15,028,588	
Other Net Changes to Taxable Digest	NAG	7,491,166	
2022 Net Digest	CYD	90,399,860	(PYD+RVA+NAG)
2021 Millage Rate	PYM	4.003	PYM
Millage Equivalent of Reassessed Value Added	ME	0.665	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	3.338	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)		Rollback Millage Rate	3.338
		2021 Millage Rate	4.003
		Percentage Tax Increase	19.92%



ALCOHOL LICENSE APPLICATION FOR THE YEAR 20 22

Due \$1,150

PAID CASH CHECK # 1093 CREDIT 7-12-22 AS

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: 07/01/2022 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

* Public Hearing Aug 4, 2022

Full name of applicant: AMAL JOSE 100 MAISON DR, APT.266, ATHENS GA 30605-6311

Name AMAL JOSE Address 100 MAISON DR, APT.266, ATHENS GA 30605-6311

Phone Number 348-409-4848

Give the trade name of the proposed business: STATHAM FOOD MART

If applicant is a CORPORATION:

(a) Name of Company: AMALJOSE ENTERPRISES LLC

Home Office: 2059 ATLANTA HIGHWAY SE, STATHAM GA 30666

(b) Give names of:

(1) Officers: AMAL JOSE Home Address: 100 MAISON DR, APT 266, ATHENS GA 30605-6311

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 lessor or property owner and his address:

SAINT MARYS ENTERPRISES LLC

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

Yes No

If yes, give details:

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

Yes No

If yes, give details:

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:

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:

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

(2) Directors:

Home Address:

(3) Stockholders:

Home Address:

AMAL JOSE

100 MAISON DR, APT. 266, ATHENS GA 30605-8311

If applicant is a PARTNERSHIP:

Name of partners:

Home Address:

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 [X]

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

Street Address of the Proposed Business:

2001 Atlanta Hwy

- [] Above ground
[X] Street or Ground floor level
[] Basement

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

Suleem Merchant

2905 Fitzgerald Trace
Duluth, Ga 30097

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

Have you agreed to split the profits or receipts from this business with any person, firm, company or corporation? Yes No

If yes, give name of person or firm and the amount of profits or receipts to be split:

Do you understand that any false statement or answer made by any applicant will subject the offender to prosecution and will be grounds for revoking a license, if granted or renewed?

Yes No

Have you ever applied for an alcohol license from the City of Statham, Barrow County, or other County within the State of Georgia, or other State and been denied such?

Yes No

If yes, give details:

Have you or any company you are interested in as a partner, stockholder, officer, or director ever been sued by the United States Government for a violation of the Internal Revenue Laws related to the use, manufacture, sale, transportation, possession, or taxability of intoxicating liquors?

Yes No

If yes, give details:

Have any vehicles, trailers, or property belonging to you or to any company in which you have or had an interest in ever been seized or condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in illegal manufacture, distilling, transportation, sale, or conveyance of intoxicating liquors vinous, or malt beverages in violation of the Laws of the State of Georgia or United States?

Yes No

If yes, give details:

If you are applying for a retail license or renewal:

(a) Does any person, company, or firm holding a wholesale permit from the City of Statham, Barrow County, or other city or county in the State of Georgia have any interest in your proposed business or present business (if renewal)?

Yes No

If yes, give name of wholesaler and details or interest?

(b) Does or will any person or company or firm holding a wholesale permit from the City of Statham, Barrow County, or other city or county in the State of Georgia share in the profits or receipts from your business?

Yes No

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

BY AMAL JOSE - PRESIDENT

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

Sworn to and subscribed before me,

This 30 day of JUNE, 2022.


Notary Public
Commission expires: 09/12/2025

Sreegith Sabu
NOTARY PUBLIC
Oconee County, GEORGIA
My Commission Expires 09/12/2025

(Seal)

PROVIDE THE NAME, TITLE, ADDRESS AND PHONE NUMBERS OF ALL OWNERS, PARTNERS AND MANAGING MEMBERS. IF YOUR BUSINESS IS A CORPORATIONS, LIST THE REGISTERED AGENT, OFFICE ADDRESS AND NAME AND ADDRESS OF THE PRESIDENT.

AMAL JOSE OWNER / PRESIDENT 100 MAISON DR. APT 266, ATHENS GA 30605-6311 346-409-4846
AMAL JOSE REGISTERED AGENT 100 MAISON DR. APT 266, ATHENS GA 30605-6311 346-409-4846

State of Georgia Business Registration License (include copy):


Name on License AMALJOSE ENTERPRISES LLC
License Number 22118485 (CONTROL NUMBER)
Expiration Date APRIL 1, 2023

Georgia Sales Tax # 308-761475

Federal EIN # 88-2526585


*Your business may be subject to Regulatory Fees in addition to the Occupational Tax Application Fees. Please see the City of Statham for details.

I hereby make an application for an Occupational Tax License to conduct business in the City of Statham. I understand that prior to issuance of said license, all required documentation and applicable City Ordinances must be met, and all fees must be paid in full. I, AMAL JOSE, do solemnly swear that the information in this application is true and correct to the best of my knowledge.

Signature: 

Print Name: AMAL JOSE Date: 06/15/2022

For City of Statham Use Only

License Type: Home Business _____ Occupational License
License Fee: \$ 1150.00 Date Paid in Full: 7-12-22
Regulatory Fees Paid (if applicable) \$ _____
Payment Reference Number: CK# 1093
Total Amount Paid: 1150.00 



Barrow County Sheriff's Office

652 Barrow Park Drive, Winder, Ga 30680

Phone: 770-307-3080 Fax: 770307-3034

Fingerprint Work Routing Form (City of Statham)

SECTION I Agency Initiating Work Order		
*DATE:		*Requesting Agency: City of Statham Beer & Wine
*REASON FINGERPRINTED: Beer & Wine 3-3-2	*Agency ORI: GA923190Z	Fees Collected: 0.00
*Applicant Name: AMAL JOSE		*Applicant Phone #: 346 409 4846
*Appointment Date and Time:		*Authorizing Name and Signature: April Stephens
SECTION II Barrow CO Sheriff's Office Detention Bureau		
*Fingerprint Officer: KK	*Fingerprinting Time: 9:56	7/6/22
*Record TCN: 0392045669	*Fingerprint Officer's name and Badge #: K.R. DC63	
*Required Fields		

Instructions:

The Agency initiating the work order will complete the top section and give to the Applicant. The applicant will provide the Detention Bureau personnel this work order form and a valid driver's license to complete the record. The Detention Bureau will make sure the Initiating agency gets the completed work order and responses.

ALL Applicants MUST come between the hours on 9:00am -1:00pm Monday- Friday. No Fingerprints will be done after 1:00pm. Please call 770-307-3090 ext. 3981 (K. Robinson) or ext. 8402 (Sgt Jonas). Firearms permits call ext. 4946 to be placed on the wait list for fingerprinting.

LSTCN:0392045669 GBITCN:21870757089991 DATE/TIME:2022-07-06 10:21:23 NAME:JOSE,
AMAL



Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:0392045669
GBITCN:21870757089991
DATE/TIME:2022-07-06 10:21:23
NAME:JOSE, AMAL
PHOTO:PHOTO NOT AVAILABLE

NO GEORGIA OR FBI NATIONAL CRIMINAL HISTORY RECORD FOUND

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

AMALJOSE ENTERPRISES LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/24/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/27/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 5/24/2022 5:23:26 PM

BUSINESS INFORMATION

CONTROL NUMBER 22118485
BUSINESS NAME AMALJOSE ENTERPRISES LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/24/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS 2059 Atlanta Highway SE,, Statham, GA, 30666, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
AMAL JOSE	100 Maison Dr, Apt 266, Athens, GA, 30605-6311, USA	Clarke

ORGANIZER(S)

NAME	TITLE	ADDRESS
AMAL JOSE	ORGANIZER	100 MAISON DR, APT 266, ATHENS, GA, 30605-6311, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE AMAL JOSE
AUTHORIZER TITLE Organizer

Why am I receiving this document?

Below is confirmation of your Sales and Use Tax Certificate of Registration.

View and print additional copies of this Certificate of Registration by logging into your Georgia Tax Center (GTC) account at <https://gtc.dor.ga.gov>.

What am I required to do?

- You must publicly display this certificate in your place of business.
- You must timely file sales and use tax returns, even if no tax is due.
- You are to file monthly, unless the Georgia Department of Revenue notifies you of a different filing frequency.
- Returns and payments are due no later than the 20th day of the month following the period being reported.

What should I do if there are changes to my business?

- A business may update its officers, mailing address, trade name, and NAICS code through GTC.
- If you open a new business location, you must register the location by logging into your GTC account and registering a new tax account.
- If the business is sold or closes, you must file a final return and submit payment within 15 days of the sale or closure.
- If there are errors on your certificate or other changes to your business, such as a change in ownership or name change, contact the Taxpayer Services Division at (877) 423-6711 or via email at st-license@dor.ga.gov.

Sales and use tax returns may be filed electronically through GTC.



THIS CERTIFICATE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW

SALES AND USE TAX CERTIFICATE OF REGISTRATION

STATE OF GEORGIA
DEPARTMENT OF REVENUE
Taxpayer Services Division

Issued pursuant to the Retailers' and Consumers' Sales and Use Tax Act of 1951, as amended.
The person named below is authorized and empowered to collect state and local sales and use taxes.

STATE TAXPAYER IDENTIFIER: 20278534815	EFFECTIVE DATE: 01-Jun-2022	SALES TAX NUMBER: 308761475	COUNTY NAME: BARROW
NAICS:447110 - Gasoline Stations with Convenience Stores		Secondary NAICS: None	

AMALJOSE ENTERPRISES LLC
STATHAM FOOD MART
2059 ATLANTA HWY SE
STATHAM, GA 30666-1861

IMPORTANT - This Certificate is
NON TRANSFERABLE

State Revenue Commissioner

Fee \$150.00



PAID CASH CHECK #2670 CREDIT 7-27-22

Application for Alcoholic Beverage License Distance Waiver Permit for Restaurant

Business Name Fajita mex grill
DBA _____ Business Phone 470-499-5163
Description of Business Mexican Food
Business Location 1916 Railroad St Statham Ga 30666
Mailing Address Same as business location
Email Address MFFajitaMexgrill@gmail.com
MEX Fajita Mex Grill 03
Date Opening at the Business Location Oct. 2016
Contact Phone 706-362-2906 404-563-6642

Do you have any problems advertising and posting the required notice and sign below? Yes _____
No ✓

The Notice is to be advertised in the County Legal Organ for two (2) consecutive weeks preceding the hearing date. The applicant shall post the sign at the property designated for the operation of the business for 15 days preceding the date of the hearing.

The size of the sign to be posted on the property shall be no smaller than 18 inches by 24 inches. The size of the copy on the sign shall be large enough to be visible to pedestrians and motorist. The sign is to be conspicuously displayed on that portion of the property most visible to the public and shall not be removed prior to the conclusion of the public hearing. At the hearing the applicant shall provide proof to the Mayor and Council that the notice has been published as required herein and that the sign has been posted as required herein. The applicant and interested parties shall have the right to appear before the Mayor and Council and present evidence.

NOTICE OF APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE DISTANCE WAIVER PERMIT FOR RESTAURANT

This establishment has applied to the City of Statham for an alcoholic beverage license authorizing it to sell Beer, Wine, Liquor (state the types of alcoholic beverages) for on-premises consumption at this location and for an associated distance waiver permit for a restaurant, which will waive distance requirements otherwise provided for in the Code of Ordinances for distances from school buildings, churches and/or property lines of a private dwelling located in single-family residential zoning district.

The Mayor and Council of Statham will consider the applicant's request for a distance waiver permit for restaurant Fajita Mex Grill Aug. 16, 2022 at 7:00 p.m. at City Hall. The applicant and all interested parties should also appear at the Work Session of the Mayor and Council to be held on Aug. 4, 2022 at 6:30 p.m. A copy of the application may be reviewed at City Hall.

This 27th day of July, 2022.
This 3rd day of August, 2022.

Maria de los Angeles (Legal Name of applicant and d/b/a if applicable)
2512 Maria drive Statham Ga 30666 (Address of applicant)

New Life Worship
1914 Railroad St.
Po Box 436
Statham Ga 30866

To Whom it may concern:

We at New Life Worship Center give permission to Fajita Mex Grill
1916 Railroad St, Statham, GA 30866
to sell alcohol on Sundays after 1pm.

Sincerely,

Brian Pass
Head Deacon

Tiffany A Simms 6-29-2022
Tiffany Simms
CFO/Secretary

Brian Pass 06/29/2022



City of Statham

Personnel Policy Handbook

Paid Time Off

Effective Date: 01/01/2023

Revision Date: 07/27/2022

Leave Type

Personal time off is important for our employee's overall mental and physical health and rest and relaxation. As such, City of Statham has the following Paid Time Off (PTO) policy.

Eligibility

PTO is available to all eligible full-time employees.

Eligible Use

Employees may use their PTO for any purpose or reason so long as any such use follows the approval procedures found within this policy.

Any employee that is out on unplanned PTO for three (3) or more consecutive workdays must provide their immediate supervisor with a return-to-work statement from a healthcare provider.

Accrual Schedules

Longevity	80-Hour Bi-Weekly Work Week			85.5-Hour Bi-Weekly Work Week		
	Hours per pay period	Maximum Accrued and Rolled Over Hours	Weeks	Hours per pay period	Maximum Accrued and Rolled Over Hours	Weeks
<1 Year	3.077	80	2	3.288	85.5	2
1 to 5 Years	4.615	160	4	4.933	171	4
6 to 10 Years	6.154	240	6	6.577	256	6
11 to 15 Years	7.692	320	8	8.221	342	8
16+ Years	9.231	400	10	9.865	427	10

For the purposes of PTO, the benefit year shall be the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for a significant leave of absence except for a military leave of absence.

Benefit Conversion

To minimize any benefit conversion loss from the former vacation policy to this PTO policy, employees whose converted PTO balances are in excess of their new longevity cap on the effective date of this policy will be able to retain the excess amount and "use down" this excess time through June 30, 2023. Use of excess time must be approved in the same manner as PTO and supervisors will work with employees to use their excess vacation time. On July 1, 2023, any excess time will be paid to the employee.

To benefit those employees who did not abundantly use their accrued sick time:

Employees with accrued sick leave hours between a minimum 96 and maximum of 144 (96-144 hours) from the prior sick leave policy may covert those unused sick hours into PTO hours on the effective date of this policy. Employees will be able to retain the excess amount and "use down" this excess time through June 30, 2023. Use of excess time must be approved in the same manner as PTO and supervisors will work with employees to use their excess time. On July 1, 2023, all excess time will be paid directly to the employee on the next regularly scheduled pay date. Should an employee terminate their employment for any reason prior to July 1, 2023, any converted excess sick time will be forfeited.

Accrual Policies

PTO accrual for all eligible employees will begin on their first day of employment and will end on their last day of full-time employment. PTO accruals will be pro-rated for fractional accrual periods at the beginning or end of employment.

New employees and rehired employees must complete a 180-day probationary period prior to being eligible to use PTO.

Employees who change status from full-time to any other employment status are not eligible to continue to accrue PTO.

PTO must be requested and approved by the employee's immediate supervisor with reasonable advance notice. This allows both the employee and the City of Statham to plan and prepare for the employee's absence.

In the event of a sudden illness where such advance approval is not practical, employees must inform their immediate supervisor of their situation as soon as practical. Failure to do so may result in the denial of the PTO request and/or disciplinary action, up to and including termination of employment.

PTO is not transferable between employees.

Employees may carryover unused PTO up to the maximum accrual rate for their longevity category.

Employees on FMLA must use all available PTO prior to using unpaid leave. PTO does not accrue while the employee is on FMLA.

Upon termination of employment, any accrued PTO will be paid-out on the employee's final paycheck under the following circumstances:

- Resignation with at least two weeks' (14 calendar days) notice.
- Not-for-cause termination.
- Approved employment status change from full-time to part-time.

Accrued PTO will not be paid out and will be forfeited in the following circumstances:

- Termination of employment for any cause during the 180-day probationary period.
- Resignation with no notice or less than two weeks' notice.
- For-cause termination.
- Failure to return any City property.



City of Statham

Personnel Policy Handbook

Bereavement Leave

Effective Date: 01/01/2023

Revision Date: 07/27/2022

Bereavement Leave

1. Full-time employees shall be eligible after ninety (90) days of employment.
2. A total of ten (10) days of paid bereavement leave shall be granted per calendar year to an employee in the event of a death of an employee's relative. This leave will be paid at the regular employee rate and will not count towards overtime and will not count towards deferred compensation. Relative is defined as:
 - a. Spouse
 - b. Parent or Step-parent
 - c. Child or Step-child
 - d. Sibling (Brother, Sister, Step-brother, Step-sister)
 - e. Grandparent
 - f. Grandchildren
3. Bereavement hours that exceed ten (10) days are unpaid unless PTO is used by the employee.
4. Employees must request bereavement leave by contacting their supervisor prior to the leave period.
5. There is no accumulation of bereavement leave and no payment upon separation from City employment.

State of Georgia
County of BARROW COUNTY

Water Purchase Contract

This Agreement is made and entered into effective this _____ day of _____, 2022, by and between the BARROW COUNTY Board of Commissioners, BARROW COUNTY, GA, a political subdivision of the State of Georgia (herein sometimes called "BARROW COUNTY"), and BARROW COUNTY Water and Sewer Authority (herein sometimes called "CITY OF STATHAM").

Witnesseth:

Whereas, the CITY OF STATHAM is organized and established under the laws of Georgia for the purpose of serving water users, BARROW COUNTY is authorized to provide such service, and the Parties are authorized under Article IX, Section III, Paragraph I of the Georgia Constitution to contract for the provision of water service;

Whereas, the Parties hereto desire to enter into an Agreement for the sale and purchase of potable water and to set forth the terms and conditions for the sale thereof;

Whereas, BARROW COUNTY will be the wholesale seller of water; and

Whereas, CITY OF STATHAM will be the wholesale purchaser of water;

Now, Therefore, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intend to be legally bound, and do agree as follows;

1. Allocation. The above recitals are made a part of this contract. The BARROW COUNTY agrees to make available to the CITY OF STATHAM at the hereinafter referred to point of delivery, during the term of this contract or any renewal or extension thereof, potable water meeting applicable purity standards of the Georgia Department of Health and the Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such prices as specified hereinafter in this contract.
2. Quantity of Water. Commencing on the effective date of this contract for 10 years, and as this contract may be extended, the BARROW COUNTY agrees to make available to the CITY OF STATHAM at the designated point of delivery. Hereinafter specified, potable water in quantity of a minimum of 150,000 GPD (gallons per day) or as determined on a monthly basis minimum 4,500,000 gallons per month.
3. Points of Delivery and Pressure. At no time shall the residual water pressure on the BARROW COUNTY side of the meter be allowed to be lower than 20 PSI (pounds per square inch) due to the combined operations of the BARROW COUNTY or CITY OF STATHAM. The point of delivery is located at the connection point of the CITY OF STATHAM water system and BARROW COUNTY Line with the ultimate delivery pressure dependent on Bear Creek water supply pressure.

4. **Supplemental Supply of Water.** The CITY OF STATHAM may purchase from the BARROW COUNTY additional potable water in excess of the daily firm quantity established in paragraph 2 of this contract based on the availability of such additional water. The BARROW COUNTY shall have the right to refuse to supply additional water to the CITY OF STATHAM in excess of the daily quantity established in said paragraph 2 if, in the discretion of the BARROW COUNTY the supply of such additional water is not in the best interest of the BARROW COUNTY. Unless agreed to in writing by the BARROW COUNTY, the CITY OF STATHAM shall limit its purchase of water to the firm established in said paragraph 2. If the BARROW COUNTY agrees to said excess water purchases, CITY OF STATHAM shall pay for such excess water at the rates subsequently set forth in this contract.
5. **Billing Procedure.** The BARROW COUNTY will furnish the CITY OF STATHAM at its address a monthly itemized statement of the amount owed to the BARROW COUNTY by the CITY OF STATHAM under this contract. The standard billing procedures of the BARROW COUNTY shall apply and the CITY OF STATHAM shall pay the bill in full within 30 days of the BARROW COUNTY mailing of same.
6. **Successor to the CITY OF STATHAM.** The parties agree that in the event of any occurrence rendering the CITY OF STATHAM incapable of performing under this contract, any successor of the CITY OF STATHAM, whether as a result of legal process, assignment, or otherwise, shall succeed to the rights of the CITY OF STATHAM hereunto.
7. **Metering Equipment.** The parties agree that BARROW COUNTY will provide sufficient metering equipment needed under this contract near the end of the existing BARROW COUNTY line in BARROW COUNTY, Georgia. A meter registering not more than two percent above or below the test results, shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the 3 months previous to such test in accordance to the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such a period shall be deemed the amount of water delivered in the corresponding period immediately prior to the failure, unless BARROW COUNTY and CITY OF STATHAM at a reasonable time shall have access to the meter for purpose of reading same.
8. **Term of Contract.** This Contract will expire 10 years from the effective date of this contract. Either party who is not in an uncured breach of this contract may extend the same for an additional 10 years period by giving written notice of such extension.
9. **Failure to Deliver.** The BARROW COUNTY will at all times, operate and maintain its water system in an efficient manner and will take such actions as will be necessary to furnish the CITY OF STATHAM with quantities of water required by this contract. Temporary or partial failure to deliver water shall be remedied by the BARROW COUNTY with all possible dispatch. In the event of an extended shortage of water beyond the control of the BARROW COUNTY, or the supply of water available to the BARROW COUNTY is otherwise diminished

over an extended period of time, the supply of water to CITY OF STATHAM's customers shall be reduced or diminished in the same ratio or portion as the supply to BARROW COUNTY customers is reduced or diminished.

10. Price of Water. The purchase price of water supplied under this contract will be determined by the BARROW COUNTY based on the price of delivered water purchased by the BARROW COUNTY from the Upper Oconee Basin Water Authority. The price of water shall be set at \$ 3.00 per 1000 gallons. CITY OF STATHAM shall not pay less than a monthly minimum charge which shall be equivalent to the cost of purchasing 150,000 gallons of water per day at the set rate for K/gal per 30 day period. This monthly charge shall be paid whether or not City of Statham purchases an average of 150,000 GPD of potable water. Should BARROW COUNTY be unable to provide the required GPD of the Take or pay clause due to a system failure or inability to produce the required GPD of the Take or Pay Clause, the City of Statham shall be responsible for the minimum daily rate of actual GPD supplied.

During this agreement any month after CITY OF STATHAM purchases over the monthly minimum of 4,500,000 gallons per month. The price of water shall be set at \$ 2.90 per 1000 gallons above the monthly minimum Take or Pay Clause.

If at any time during the term of this contract, the BARROW COUNTY's cost for treated water from the Upper Oconee Basin Water Authority or the cost to deliver wholesale water change, the price will be adjusted at the same percentage rate to reflect such change after 30 days of written notice from the BARROW COUNTY to the CITY OF STATHAM of such change.

11. Payment.

Should CITY OF STATHAM fail to pay the amount of the bill for any water delivered to CITY OF STATHAM by BARROW COUNTY within the period herein provided, then BARROW COUNTY shall have the right to cease delivering water to CITY OF STATHAM at any time it elects to do so, provided fifteen (15) days' notice of intent to do so is given to CITY OF STATHAM and CITY OF STATHAM fails to make payment of all past due amounts, including a penalty of two (2%) percent per month, within such fifteen (15) day period.

The obligation of CITY OF STATHAM to pay for water delivered under this agreement shall never be construed to be a debt of CITY OF STATHAM requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water system ranking equally to charges for salaries, wages and other operating expense of such system. CITY OF STATHAM at all times to establish, maintain, prescribe and collect fees, tolls and charges for water facilities furnished its customers sufficient to provide funds for the payment of all obligations of CITY OF STATHAM under this agreement.

12. Rules and Regulations. This contract is subject to the same rules, regulations or laws as may be applicable to similar agreements in this State, and the BARROW COUNTY and the CITY OF STATHAM will collaborate and obtain such permits, certificates and the like, or as

may be required to comply therewith. The CITY OF STATHAM agrees to comply with all rules and regulations, which the BARROW COUNTY has now or may in the future, impose on its water customers. These rules and regulations may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar issues.

13. **Notice.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing by US certified mail, return receipt requested, and shall be addressed and delivered to each party at the address set forth below. By giving prior written notice thereof, either party may from time to time and at any time change its address for notices hereunder.

The BARROW COUNTY Board of Commissioners
30 North Broad Street
Winder, Ga. 30680

City of Statham
PO Box 28
327 Jefferson Street
Statham, Ga. 30666

14. **Georgia Law.** It is the intention of the parties that the laws of Georgia shall govern the validity of this contract, the construction of its terms and the interpretation of the rights or duties of the parties.
15. **Cooperation.** On and after the date of this contract, either party shall at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this contract.
16. **Time.** Time is and shall be of the essence of this contract.
17. **Power.** The parties signing this contract hereby state that they have the power to do so on behalf of the entity for who they are signing.
18. **Effective.** This contract shall be effective upon the parties hereto and their assigns, and successors in office
19. **Cumulative.** Except as expressly limited by the terms of this contract, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or inequity.

20. Force Majeure. In case by reason of force majeure, any part hereto shall be rendered unable wholly, or in part, to carry out its obligations under this contract then if such shall give notice and full particulars of such force majeure in writing to the other party writing a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party, shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States, of the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslide, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government and people, civil disturbances, explosions, breakage or accident(s) to machine or pipelines, or any other cause(s) outside the parties control which prevent performance under this agreement. Should interpretations and or lowering of pressure occur, the CITY OF STATHAM shall be foreclosed from any action against Barrow County and shall hold the BARROW COUNTY harmless from any fees including attorney's fees and court costs incurred from any action by one or more of the CITY OF STATHAM customers.

21. Supersede. This contract shall supersede and replace all letters, memoranda, or other letters or documents signed by the parties hereto with respect to the sale of water by the BARROW COUNTY to the CITY OF STATHAM.

22. Water Supply. CITY OF STATHAM is aware the BARROW COUNTY has limited control over any source of water, therefore if for any reason the BARROW COUNTY does receive the expected amount of water from Bear Creek Treatment Facility, the BARROW COUNTY may reduce the amount of water to be furnished to the CITY OF STATHAM under this agreement. In the event of such a reduction, or any reduction due to force majeure, the BARROW COUNTY shall act in good faith and not unduly reduce the amount of water furnished under this agreement to CITY OF STATHAM.

BARROW COUNTY Board of Commissioners

By: _____ (SEAL)

Attest: _____ (SEAL)

(Affix County Seal)

CITY OF STATHAM

By: _____ (SEAL)

Attest: _____ (SEAL)

CITY OF STATHAM
STATE OF GEORGIA

AN ORDINANCE AMENDING THE CODE OF THE CITY OF STATHAM, GEORGIA, CHAPTER 4 - "ALCOHOL", ARTICLE VI – "RETAIL PACKAGE SALES," TO ADD SECTION 4-163; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, The Code of The City of Statham, Georgia ("the Code") provides for rules and regulations regarding the sale of alcoholic beverages within the City of Statham, Georgia, including, beer, wine, and distilled spirits; and

WHEREAS, Section 4-26(2) provides for issuance of licenses of package sales of beer and wine for consumption off premises; and

WHEREAS, the City has issued package sale licenses allowing for the sale of beer and wine for consumption off the premises; and

WHEREAS, holders of a package sales license wish to conduct wine tasting events on premises in order to promote their products and educate their customers on different offerings; and

WHEREAS, the City wishes to provide for on-site wine tasting events upon such conditions as are tailored to protect the health, safety, and well-being of the citizens of Statham; and

Now, therefore, IT IS ORDAINED by the City Council of the City of Statham that the Code of the City of Statham, Georgia is hereby amended in the following respects:

Section 1.

Article VI of Chapter 4 is hereby amended to add the following Section 4-163:

"Section 4-163. Wine Tasting Events License.

The holder of a retail package sales license shall be eligible for an ancillary wine tasting events license to provide samples of wine offered for sale to customers under the conditions set forth in this section.

- (a) Wine sampling shall be on limited occasions or in conjunction with wine education classes. Such samplings shall be designed to promote wine appreciation and education. Such classes shall be restricted to not more than 30 people at a time and may be held up to one time in a calendar month and shall not last longer than 2 hours.
- (b) Any and all wine tasting events shall be restricted only to approved locations of the licensee. All entrances and exits to the event must be controlled access points to allow for easy

monitoring of patrons entering and leaving and to prevent open alcoholic beverages from being removed from the premises.

- (c) Wine tasting for customers shall only be conducted at a wine counter area constituting no more than twenty percent of the entire floor area of the premises. Wine sampling and tasting is only permitted within the designated wine counter area of the premises.
- (d) Samples shall not exceed two ounces, and no customer shall consume more than four ounces in any one-hour period or eight ounces in any two-hour period.
- (e) Wine bottles shall be opened only by the licensee or an employee, and samples shall only be poured by the licensee and/or an employee. The licensee shall supervise all aspects of the wine tasting event including the handling and storage of the alcoholic beverages. The holder of such a wine tasting license shall comply with all requirements and restrictions related to pouring set forth in Article II herein.
- (f) No open containers of wine shall be removed from the licensed premises.
- (g) Holders of an ancillary wine tasting permit shall not charge for samples or tastings, but may accept donations for a charitable organization of their choice.
- (h) The annual fee for an ancillary wine tasting license shall be established by the City Council from time to time.”

Section 2.

The fee schedule for the City of Statham, Georgia is hereby updated to provide an annual fee for ancillary wine tasting licenses in the amount of _____.

Section 3.

All ordinances, or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

If any portion of this ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

Section 5

The effective date of this ordinance shall be upon its adoption by the Statham City Council.

SO ORDAINED, this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

LEASE AGREEMENT

This Lease Agreement ("Lease"), made and entered into this _____ day ~~February~~
~~2020~~August, 2022,
by and between CASTO BROTHERS, LLC hereinafter, referred to as "Landlord",
and CITY OF STATHAM, GEORGIA, hereinafter referred to as "Tenant."

Formatted: Justified, Indent: First line: 0.5"

WITNESSETH:

WHEREAS Landlord desires to lease a certain identified building to Tenant; and

WHEREAS Tenant desires to utilize such space for and in the ongoing course of its governmental activities, specifically the location of its Police Department;

NOW, THEREFORE, in consideration of the mutual promises provided herein, the legal sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1.0

PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the building hereinafter referred to as the "Leased Premises" described more fully as the property located at **1906C Railroad Street, Statham, Georgia 30666** and shown in the survey attached as Appendix A.

2.0

TERM. The term of this lease shall be one year beginning on October 1, 2022 and continuing through and including September 30, 2023 together with four (4) additional renewal terms of one (1) year each. The renewal terms shall commence automatically unless the Tenant provides Landlord with written notice of termination not later than sixty (60) days prior to the expiration of the then existing term. Further, Tenant may terminate this Lease at anytime upon providing Landlord with notice of termination at least sixty (60) days prior to the termination date. To have and to hold said Leased Premises from month to month commencing on _____, 2020, and ending _____, 2020. Thereafter, the term will be month to month and will be terminated upon notice by Tenant to Landlord that it no longer requires the premises for its governmental functions.

2.1

RENT. As rent for the Leased Premises, Tenant agrees to pay Landlord monthly installments of ~~One Thousand Six-Eight Hundred, Fifty and No/100 Dollars (\$1,600850.00)}~~ per month. Payments shall be due on or before the first day of the calendar month. If the Lease shall commence on any date other than the first day of the calendar month, or end on any date other than the last day of the calendar month, payment for such month shall be pro-rated. Following the expiration of the first renewal term, Landlord may, but shall not be required to, increase the monthly rental amount by a maximum of two percent (2%) per annum for each successive renewal term. Tenant shall be notified of such increase as soon as practicable, but in no event shall Landlord fail to notify

Tenant less than ninety (90) days prior to the commencement of the renewal term during which the rent increase shall occur.

3.0

PURPOSE AND USE. The Leased Premises are leased for the purpose of government offices and other government related activities and shall not be used for any illegal or unlawful purpose or in any manner which might result in cancellation of the Landlord's insurance for such Leased Premises.

4.0

ACCEPTANCE OF PREMISES. Tenant agrees that it is fully aware of the physical conditions of the Leased Premises, and hereby accepts such Leased Premises in their present condition as fully suitable for the purposes for which the same are leased, except as may be noted in Appendix B.

4.1

CONDITIONS OF PREMISES. Tenant assumes full responsibility to Landlord and to all third parties for the condition of the Leased Premises throughout the term of the Lease and agrees to keep the Leased Premises in a safe condition. Landlord shall not be liable or responsible for any damage to the property of the Tenant, or of others, located on the Leased Premises nor for the loss of, or damage to, any property of the Tenant, or of others, by theft or otherwise.

4.2

PROPERTY IN OR ON LEASED PREMISES; DAMAGE TO PERSON OR PROPERTY. All property of Tenant kept in or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising from or connected with damage to or loss of any such property. Landlord shall not be held accountable, responsible or liable to Tenant, Tenant's employees, patrons, visitors or any other persons on or about the Leased Premises for any damage to person or property caused by, connected with, or arising from any act of negligence of Tenant, its employees, patrons, or others.

5.0

MAINTENANCE BY LANDLORD. Landlord shall maintain in good repair and condition the structural soundness of the roof, foundations, and exterior walls of the buildings and improvements on the Leased Premises, exclusive of all glass, normal wear and tear excepted. Landlord shall be responsible for eradication of termites should infestation occur during the term of the Lease. Furthermore, Landlord shall be responsible for maintenance or replacement of the HVAC equipment located outside of building. Following commencement of the Lease, Landlord shall be liable or responsible for the Leased Premises or for any maintenance, repair, or replacement thereof only to the limited extent expressly set forth in this [Article Paragraph 5.0](#). Landlord's obligations expressly set forth in this [Article Paragraph 5.0](#) are conditioned upon Tenant's giving immediate written notice of the need for maintenance for which Landlord is illegal or unlawful purpose or in any manner which might result in cancellation of the Landlord's insurance for such Leased Premises.

4.0

~~ACCEPTANCE OF PREMISES. Tenant agrees that it is fully aware of the physical conditions of the Leased Premises, and hereby accepts such Leased Premises in their present condition as fully suitable for the purposes for which the same are leased, except as may be noted in Appendix B.~~

4.1

~~CONDITIONS OF PREMISES. Tenant assumes full responsibility to Landlord and to all third parties for the condition of the Leased Premises throughout the term of the Lease and agrees to keep the Leased Premises in a safe condition. Landlord shall not be liable or responsible for any damage to the property of the Tenant, or of others, located on the Leased Premises nor for the loss of, or damage to, any property of the Tenant, or of others, by theft or otherwise.~~

4.2

~~PROPERTY IN OR ON LEASED PREMISES; DAMAGE TO PERSON OR PROPERTY. All property of Tenant kept in or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising from or connected with damage to or loss of any such property. Landlord shall not be held accountable, responsible or liable to Tenant, Tenant's employees, patrons, visitors or any other persons on or about the Leased Premises for any damage to person or property caused by, connected with, or arising from any act of negligence of Tenant, its employees, patrons, or others.~~

5.0

~~MAINTENANCE BY LANDLORD. Landlord shall maintain in good repair and condition the structural soundness of the roof, foundations, and exterior walls of the buildings and improvements on the Leased Premises, exclusive of all glass, normal wear and tear excepted. Landlord shall be responsible for eradication of termites should infestation occur during the term of the Lease. Furthermore, Landlord shall be responsible for maintenance or replacement of the HVAC equipment located outside of building. Following commencement of the Lease, Landlord shall be liable or responsible for the Leased Premises or for any maintenance, repair, or replacement thereof only to the limited extent expressly set forth in this Article 5. Landlord's obligations expressly set forth in this Article 5 are conditioned upon Tenant's giving immediate written notice of the need for maintenance for which Landlord is responsible, after the receipt of which Landlord shall promptly cause such maintenance to be commenced, and the Landlord's liability hereunder shall be limited to the cost of such maintenance or the expense necessary to correct the condition complained of. Tenant shall in no event be entitled to withhold or offset rent due to any breach by Landlord of this or any other paragraph contained in this Lease Agreement.~~

5.1

~~MAINTENANCE AND REPAIR BY TENANT. Except to the extent of Landlord's maintenance responsibility expressly set forth in [Article Paragraph 5.0](#) above, Tenant shall at all times maintain the Leased Premises and all fixtures thereon in good repair and condition and shall see that the Leased Premises and all improvements thereon and thereto are kept free of waste. Landlord shall~~

be responsible for the replacement of the HV AC system and other fixtures if they have reached the end of their useful life and are non-repairable. Replacement light bulbs and filters are to be provided by the Tenant.

Should Tenant neglect to perform such obligations, Landlord shall have the right to cause such obligation to be accomplished, with any associated cost being paid to Landlord by Tenant as additional rent.

5.2

ALTERATIONS AND FIXTURES: OWNERSHIP AND REMOVAL. Tenant shall not create any openings in the roof or exterior walls. Tenant shall not make any alterations, additions or improvement to the Leased Premises without the prior written consent of Landlord, except as may be set forth in Appendix B. Landlord shall not arbitrarily withhold consent for Tenant to make non-structural alterations, additions or improvements at Tenant's cost. All alterations, additions or improvements made by Tenant shall become the property of Landlord at the termination of this Lease without any obligations of payment to Tenant. Unless previously agreed to otherwise, if Landlord notifies Tenant within ten (10) days following the termination of this Lease, Tenant shall promptly remove all alterations, additions, improvements, and other property, or such of them as may be specifically designated in Landlord's notice, located or installed in or upon the Leased Premises by Tenant, and Tenant shall repair any damage caused by such removal and reinstate the premises to their previous condition. Notwithstanding the foregoing, Tenant shall have the right at all times during the continuation of the Lease to erect or install shelves, bins, machinery, air conditioning or heating equipment, and trade fixtures, within the Leased Premises and at the termination of the Lease, Tenant shall have the right, if not in default, and the obligation if requested by Landlord in writing to do so, to remove any or all such items thus installed, and to repair any damage or disfigurement caused to the Leased Premises by such removal.

The City may display certain monuments, flags, displays and other items in and around the Leased Premises that it shall remove on or before termination.

If any mechanic's or other lien shall be filed against Leased Premises, or any building or improvement thereon, by reason of any alteration or addition made or alleged to have been made by or for Tenant, Tenant shall cause the same to be canceled and discharged of record, by bond or otherwise, at the expense of Tenant, and shall also defend on behalf of Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such lien, and save harmless Landlord from any claim attorney's fees or damage therefrom.

5.3

CONDITION AT TERMINATION. The Leased Premises shall be surrendered to Landlord, broom clean, no later than the last day of the Lease term, with the entire Leased Premises and all buildings and improvements thereon in as good of repair, reasonable wear and tear expected, as upon execution of this Lease. Tenant shall have the right to inspect the Leased Premises prior to occupancy in order to note, in writing or photographically, any existing damages to the property at the time of occupancy.

5.4

KEYS. Tenant shall surrender all keys to Landlord at the place then designated for the payment of rent.

6.

SIGNS AND REMOVAL. Tenant shall have the right, to maintain on the premises adjacent to the main building housing the Leased Premises, a sign advertising the location as Statham Police Department.

7.

UTILITIES. All charges for gas, water, telephone, electricity and any other power services used on the Leased Premises are the responsibility of Tenant, as are electric lamps or tubes, air conditioning or heating filters, and any other expendable or consumable supplies or items.

8.0

ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant.

9.0

CONDEMNATION - TOTAL TAKING. If, at any time during the term of this Lease, title to the entire Leased Premises should become vested in a public or quasi-public authority by virtue of the exercise of expropriation, appropriation, condemnation or other power in the nature of eminent domain, or by voluntary transfer from the owner of the Leased Premises under threat of such a taking then this Lease shall terminate as of the time of such vesting of title, after which neither party shall be further obligated to the other except for occurrence antedating such taking. The same results shall follow if less than the entire Leased Premises be thus taken or transferred in lieu of such taking but to such extent that the Leased Premises remaining are impossible for Tenant to reasonably conduct its actions therein.

9.1

CONDEMNATION-PARTIAL TAKING. Should there be such partial taking or transfer in lieu thereof, but not to such extent as to make such continued occupancy and operation by Tenant an impossibility, then this Lease shall continue on all of its same terms and conditions subject only to an equitable reduction in rent proportionate to such taking.

9.2

RIGHTS TO PROCEEDS. In the event of any such taking or transfer, whether of the entire Leased Premises or a portion thereof, it is expressly agreed and understood that all sums awarded, allowed

or received in connection therewith shall belong to Landlord, and any rights otherwise vested in Tenant are hereby assigned to Landlord, and any rights Tenant shall have vested in Tenant are hereby assigned to Landlord, and Tenant shall have no interest in or claim to any such sums or any portion thereof, whether the same be for the taking of the property or for damages, or otherwise.

10.

RIGHT TO ENTER PREMISES. Landlord, its agents, officers or assigns, shall have the right to enter the Leased Premises during normal working hours throughout the term of the Lease for the following purposes: (1) inspecting the general condition and state of repair of the Leased Premises; (2) performing such maintenance as may be required or permitted of Landlord; (3) taking any emergency action which Landlord deems necessary to protect the Leased Premises; (4) inspecting the Leased Premises as required by governmental agencies or insurance companies, or (5) for any other reasonable purposes. Notwithstanding the foregoing, Tenant shall have the right to restrict Landlord's access to such areas where classified material, evidence, or victim information, or other sensitive material protected from public disclosure under Georgia law is stored or kept or where Landlord's agent may have access.

11.

LIABILITY INSURANCE. Tenant agrees that, at Tenant's own cost and expense, Tenant shall procure and continue in force, general liability insurance against any and all claims for injuries to persons or property occurring during the Lease term in, upon or about Leased Premises, including all damage from signs, glass, awnings, fixtures, or other appurtenances, now or hereafter upon Leased Premises, such insurance at all time to be in a face amount of not less than One Million (\$1,000,000.00) Dollars for injuries to persons in one accident, and not less than One Million (\$1,000,000.00) Dollars for injury to any one person and Five Hundred Thousand (\$500,000.00) Dollars for damage to property. Tenant shall supply Landlord a copy of above insurance policy within ten (10) days of the signing of the Lease and written notice of any changes or termination of same within ten (10) days of such action. Such insurance shall be written by an entity or entities authorized to engage in the business of general liability insurance in the State of Georgia. Landlord and Tenant, will cause each insurance policy carried for Landlord and Tenant, insuring the Leased Premises that each own against loss by fire or any of the casualties covered by standard extended coverage to be written in such a manner as to provide that the insurer waives all right of recovery by way of subrogation against each other in connection with any loss or damage covered by the policy.

12.

DEFAULT BY TENANT - LANDLORD'S ALTERNATIVES. In the event of any failure by Tenant to pay any rent due within thirty (30) days after the same shall be due and payable, or any failure of Tenant to perform any of the other terms, conditions, obligations or covenants to be observed or performed by Tenant pursuant to this Lease, and within ten (10) days following written notice to Tenant of its failure to do so, or in the event Tenant shall become bankrupt or insolvent or, if Tenant shall abandon said premises or suffer this Lease to be seized or otherwise taken under any writ of execution then, in addition to other rights or remedies it may have, Landlord shall have

the option to exercise any one or more of the following remedies, it being agreed that pursuit of any remedy provided in this Lease shall not preclude pursuit of any other remedy or remedies herein provided or provided by law, and that any such remedies may be pursued regardless of whether or not the default continues to exist or whether or not Landlord accepts or has accepted rent subsequent to the occurrence of such default.

- (1) Terminate this Lease by written notice to Tenant, in which event Tenant shall surrender possession of the premises to Landlord within ~~thirty-ninety~~ (930) days and Landlord may re-enter the Leased Premises and repossess itself of the Leased Premises.
- (2) Pursue any and all other rights and remedies available at law or in equity.

12.1

DEFAULT BY TENANT- INTEREST. The balance of all outstanding sums due

and payable to Landlord shall bear an interest rate of four (4%) percent annually until such time said amount is paid in full.

13.

FURNISHING NOTICE. Any notice, demand, request or other act which shall be required or permitted under this Lease must be in writing and shall be deemed to have been furnished when delivered in person or deposited, postage prepaid, in the United States mail, certified or registered, return receipt requested, and addressed as follows:

LANDLORD: CASTO BROTHERS, LLC
c/o Wade Casto
P.O. Box 1368
Statham, GA 30666
wadecasto@castotrading.com

TENANT: CITY OF STATHAM, GA
c/o Mayor Joe Piper
P.O. Box 25
327 Jefferson Street
Statham, GA 30666
jpiper@cityofstatham.com

With Copy to:

jody@blumcampbell.com

or such other address as Landlord or Tenant shall have most recently designated by written notice.

14.

NON-WAIVER. The failure by Landlord, whether once or more, to act upon a specific breach of any term, covenant or condition therein contained, shall not be deemed a waiver of such term, covenant or condition therein contained. Any subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to timely pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such

rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is specifically expressed in writing by Landlord.

15.

SEVERABILITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms, covenant or condition to persons or circumstances other than those which may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16.

ENTIRE AGREEMENT. Except for any exhibits, attachments, plats, or other documents as may be affixed hereto and made a part hereof, this Lease Agreement constitutes the entire contract between the parties and shall not be otherwise affected by any other purported undertaking, whether written or oral.

17.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

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18.

RIGHTS CUMULATIVE. All rights, powers and privileges hereunder upon parties hereto shall be cumulative of but not restricted to those provided by law.

All rights, powers and privileges inferred upon Landlord hereunder shall be cumulative but not restricted to those provided by law.

19.

GOVERNING LAW. If any of the provisions of this Lease conflict with any Commercial Landlord-Tenant Laws of the State of Georgia, any such conflicting provisions shall be interpreted to be reconciled with the terms of this Lease; otherwise, this Lease shall be governed under the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

LANDLORD: CASTO BROTHERS, LLC

TENANT: CITY OF STATHAM, GA

By: _____

By: _____

Its: _____

Date: _____

Its: Mayor, Joe Piper _____

Date: _____

Notary Public Signature & Seal

Expires: _____

ATTEST:

Jody Campbell, City Attorney