



WORK SESSION – July 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

DISCUSSION ITEMS

1. **Axon Enterprise Agreement:** To approve the Mayor to sign an updated agreement with Axon Enterprises, Inc. for Police Department body cameras for 60 months beginning August 1, 2022 and ending July 31, 2027. The cost is a maximum of \$10,076.50 per year, per the agreement.
2. **City of Statham Personnel Policy Change – Leave Type:** To approve a change to the City’s Employee Benefits – Leave Type in the Personnel Policy Handbook on pages 74 – 78 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 conversion loss from the former sick and 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 through December 31, 2021. On January 1, 2023, all excess sick time will be forfeited, and all excess vacation time will be paid to the employee. Should an employee terminate their employment for any reason prior to January 1, 2023, all excess time excluding vacation time will be forfeited.
3. **City of Statham Personnel Policy Change – Pay Period:** To approve a change to the City’s Pay System in the Personnel Policy Handbook on pages 66 – 69 and implement a new pay period for all City employees to be paid on a bi-weekly basis. Payroll checks will be processed on Wednesday. When a pay date falls on an official City holiday, employees will be paid on the day after the holiday. This new policy will go into effect January 10, 2023.
4. **City of Statham Personnel Policy Change – Bereavement Leave:** 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. Bereavement leave of up to three (3) consecutive working days shall be granted to an employee in the event of a death in the immediate family. A total of three (3)

days of paid bereavement leave shall be granted per calendar year. This leave will be paid at the regular employee rate and will not count towards overtime. Bereavement hours that exceed three (3) 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.

5. **City of Statham Personnel Policy Change – Holidays:** To approve a change to the City’s observance of holidays in the Personnel Policy Handbook on page 81 and implement a new policy for holidays. The new policy states When a holiday falls on a Sunday, it will typically be observed on the following Monday. Holidays that fall on a Saturday will typically be observed the preceding Friday. Holiday schedules may be altered by City Council. *When Christmas Eve naturally falls on a Sunday, the holiday may be observed the Tuesday following a Monday Christmas Day or as approved by City Council. Floating Holiday is granted to each City employee each calendar year. Floating Holiday must be used as a single 8-hour day and hours may not be divided between different days. A Floating Holiday must be used in the calendar year in which it was received and will not be rolled over into the following year. Floating Holidays are not paid upon separation from the City. This policy will go into effect January 1, 2023.
6. **Barrow County Water Purchase Contract Proposal:** To discuss a wholesale water purchase agreement.
7. **TSPLOST (Transportation Special Purpose Local Option Sales Tax):** To discuss a TSPLOST referendum.
8. **LOST (Local Option Sales Tax) Negotiations:** To discuss LOST negotiations.

CITIZEN INPUT

MINUTE APPROVAL

1. June 21, 2022 Regular Meeting

ADJOURN



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-378545-44733.825CG
 Issued: 06/21/2022
 Quote Expiration: 07/31/2022
 Estimated Contract Start Date: 08/01/2022
 Account Number: 317192
 Payment Terms: N30
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Statham Police Dept GA 1906C Railroad St Statham, GA 30666 USA	Statham Police Dept. - GA PO Box 28 Statham, GA 30666-0001 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Christina Gerardi Phone: Email: cgerardi@axon.com Fax:	John Davis Phone: (770) 725-5992 Email: johndavis@stathamga.com Fax: (770) 725-5992

Quote Summary

Program Length	60 Months
TOTAL COST	\$50,382.50
ESTIMATED TOTAL W/ TAX	\$50,382.50

Discount Summary

Average Savings Per Year	\$1,475.90
TOTAL SAVINGS	\$7,379.50

Payment Summary

Date	Subtotal	Tax	Total
Jul 2022	\$10,076.50	\$0.00	\$10,076.50
Jul 2023	\$10,076.50	\$0.00	\$10,076.50
Jul 2024	\$10,076.50	\$0.00	\$10,076.50
Jul 2025	\$10,076.50	\$0.00	\$10,076.50
Jul 2026	\$10,076.50	\$0.00	\$10,076.50
Total	\$50,382.50	\$0.00	\$50,382.50

Quote List Price: \$57,762.00
 Quote Subtotal: \$50,382.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 Camera Bundle								
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		10	\$689.00	\$349.50	\$3,495.00	\$0.00	\$3,495.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	10	\$2,340.00	\$2,296.78	\$22,967.80	\$0.00	\$22,967.80
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Worn Camera TAP Bundle								
80464	EXT WARRANTY, CAMERA (TAP)	60m	10	\$700.20	\$816.22	\$8,162.20	\$0.00	\$8,162.20
73309	AXON CAMERA REFRESH ONE		10	\$741.00	\$279.75	\$2,797.50	\$0.00	\$2,797.50
Individual Items								
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60m	9	\$1,440.00	\$1,440.00	\$12,960.00	\$0.00	\$12,960.00
Total						\$50,382.50	\$0.00	\$50,382.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	11	07/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	07/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	07/01/2022
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	10	01/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	30	08/01/2022	07/31/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	08/01/2022	07/31/2027
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	9	08/01/2022	07/31/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	10	08/01/2022	07/31/2027

Payment Details

Jul 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	11	\$0.00	\$0.00	\$0.00
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	\$0.00	\$0.00	\$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	\$699.00	\$0.00	\$699.00
Year 1	73309	AXON CAMERA REFRESH ONE	10	\$559.50	\$0.00	\$559.50
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	30	\$0.00	\$0.00	\$0.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	9	\$2,592.00	\$0.00	\$2,592.00
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,593.56	\$0.00	\$4,593.56
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	10	\$1,632.44	\$0.00	\$1,632.44
Total				\$10,076.50	\$0.00	\$10,076.50

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	11	\$0.00	\$0.00	\$0.00
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	\$0.00	\$0.00	\$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	\$699.00	\$0.00	\$699.00
Year 2	73309	AXON CAMERA REFRESH ONE	10	\$559.50	\$0.00	\$559.50
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	30	\$0.00	\$0.00	\$0.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	9	\$2,592.00	\$0.00	\$2,592.00
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,593.56	\$0.00	\$4,593.56
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	10	\$1,632.44	\$0.00	\$1,632.44
Total				\$10,076.50	\$0.00	\$10,076.50

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	11	\$0.00	\$0.00	\$0.00
Year 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	\$0.00	\$0.00	\$0.00
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	\$699.00	\$0.00	\$699.00
Year 3	73309	AXON CAMERA REFRESH ONE	10	\$559.50	\$0.00	\$559.50
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	30	\$0.00	\$0.00	\$0.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	9	\$2,592.00	\$0.00	\$2,592.00
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,593.56	\$0.00	\$4,593.56
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	10	\$1,632.44	\$0.00	\$1,632.44
Total				\$10,076.50	\$0.00	\$10,076.50

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	11	\$0.00	\$0.00	\$0.00
Year 4	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	\$0.00	\$0.00	\$0.00
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	\$699.00	\$0.00	\$699.00
Year 4	73309	AXON CAMERA REFRESH ONE	10	\$559.50	\$0.00	\$559.50
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	30	\$0.00	\$0.00	\$0.00

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	9	\$2,592.00	\$0.00	\$2,592.00
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,593.56	\$0.00	\$4,593.56
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	10	\$1,632.44	\$0.00	\$1,632.44
Total				\$10,076.50	\$0.00	\$10,076.50

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	11	\$0.00	\$0.00	\$0.00
Year 5	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	\$0.00	\$0.00	\$0.00
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	\$699.00	\$0.00	\$699.00
Year 5	73309	AXON CAMERA REFRESH ONE	10	\$559.50	\$0.00	\$559.50
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	30	\$0.00	\$0.00	\$0.00
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	9	\$2,592.00	\$0.00	\$2,592.00
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	\$4,593.56	\$0.00	\$4,593.56
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	10	\$1,632.44	\$0.00	\$1,632.44
Total				\$10,076.50	\$0.00	\$10,076.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00012005 (originated via Q-117960) and is terminating that contract upon the new license start date (4/15/2022) of this quote. The parties agree that Axon is granting a refund of \$432.19 to refund paid, but undelivered services. This discount is based on a ship date range of 3/15/2022-3/31/2022, resulting in a 4/15/2022 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Signature

Date Signed

6/21/2022





City of Statham

Personnel Policy Handbook

Paid Time Off

Effective Date: 01/01/2023 - Proposed

Revision Date: 07/07/2022

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

Eligibility

PTO is available to all regular 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 Hours	Weeks	Hours per pay period	Maximum Hours	Weeks
<1 Year	3.077	80	2	3.288	85.5	2
1 to 5 Years	4.615	120	3	4.933	128.25	3
6 to 10 Years	6.154	160	4	6.577	171	4
11 to 15 Years	7.692	200	5	8.221	213.75	5
16+ Years	9.231	240	6	9.865	256.5	6

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 vacation 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 vacation 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 convert 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 sick time will be forfeited. Should an employee terminate their employment for any reason prior to July 1, 2023, any 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.

If an employee is out on unscheduled PTO for greater than two consecutive workdays, then that employee must have a return-to-work statement from a healthcare professional.

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 county property.



City of Statham

Personnel Policy Handbook

Pay Period

Effective Date: 01/10/2023 - Proposed

Revision Date: 07/07/2022

Pay Period

All City employees will be paid on a bi-weekly basis (26 times per calendar year). Payroll checks will be processed on Wednesday. When a pay date falls on an official City holiday, employees will be paid on the day following the holiday.



City of Statham

Personnel Policy Handbook

Bereavement Leave

Effective Date: 01/01/2023 - Proposed

Revision Date: 07/07/2022

Bereavement Leave

1. Full-time employees shall be eligible after ninety (90) days of employment.
2. Bereavement leave of up to three (3) consecutive working days shall be granted to an employee in the event of a death in the immediate family. Immediate Family is defined in the definition section of the Personnel Policy Handbook.
3. A total of three (3) days of paid bereavement leave shall be granted per calendar year. This leave will be paid at the regular employee rate and will not count towards overtime.
4. Bereavement hours that exceed three (3) days are unpaid unless PTO is used by the employee.
5. Employees must request bereavement leave by contacting their supervisor prior to the leave period.
6. There is no accumulation of bereavement leave and no payment upon separation from City employment.



City of Statham

Personnel Policy Handbook

Holidays

Effective Date: 01/01/2023 - Proposed

Revision Date: 07/07/2022

Holidays

The City of Statham observes the following holidays:

New Year's Day (January 1st)
Martin Luther King, Jr. Day (3rd Monday in January)
Good Friday (Friday before Easter Sunday)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Thanksgiving Holiday (Friday after Thanksgiving Day)
Christmas Day (December 25th)
Christmas Eve* (December 24th)
Floating Holiday

When a holiday falls on a Sunday, it will typically be observed on the following Monday. Holidays that fall on a Saturday will typically be observed the preceding Friday. Holiday schedules may be altered by City Council. *When Christmas Eve naturally falls on a Sunday, the holiday may be observed the Tuesday following a Monday Christmas Day or as approved by City Council.

Floating Holiday is granted to each City employee each calendar year. Floating Holiday must be used as a single 8-hour day and hours may not be divided between different days. A Floating Holiday must be used in the calendar year in which it was received and will not be rolled over into the following year. Floating Holidays are not paid upon separation from the City.

A non-exempt employee who is required to work on an official City holiday will be paid at their regular hourly rate for the actual hours worked and the holiday pay. A non-exempt shift employee scheduled off on an actual calendar holiday will be paid a holiday equalization of eight (8) hours. All full-time shift employees will receive a minimum of eight (8) hours of holiday pay, whether on-shift, through holiday equalization, or a combination of the two.

An exempt employee who is assigned to a shift on an official City holiday will receive an additional 8 hours of holiday equalization pay regardless if they worked the holiday or not. Employees must work their regularly scheduled workday or shift or be on an approved leave status the day before and after a holiday in order to receive holiday pay.

Employees wishing to observe a religious holiday not observed by the City shall notify their supervisor and request vacation leave.

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 ration 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 vent 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, lightening, 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

AGENDA

Statham City Hall

327 Jefferson Street, Statham, GA 30666



REGULAR MEETING – June 21, 2022

7:00 P.M.

CALL TO ORDER- Mayor Piper called the meeting to order at 7:01 p.m.

Roll Call

Present: Mayor Piper and Councilmembers Krause, Patterson, Penn, Thrasher and Venable.

Also present: City Accountant April Stephens and Chief Underwood. City Attorney Jody Campbell was present via telephone.

PLEDGE OF ALLEGIANCE: Mayor Piper led the Pledge of Allegiance and thanked all veterans and their families for their service.

VOTING ITEMS

1. **FY23 Budget:** To approve the Fiscal Year 2023 budget.

Councilman Patterson made a motion to approve the FY23 Budget. Councilman Venable seconded the motion and noted the changes that were made earlier in the day to include adding \$6,000 to the police department's budget for the purchase of three (3) AEDs; reduce the Tree & Beautification Committee budget by \$2,000 and reduce Government Buildings line item by \$4,000. The FY23 Budget passed 4-1 with Councilmember Thrasher voting no.

2. **R-21-06:** LDA Partners, LLC, applicant, WM SUB CLY PDL, LLC, property owner, seeks to rezone 62.268 acres (part of Map/Parcel ST 03/003) fronting on the south side of State Route 316 and the north side of Doc McLocklin Road from HB, Highway Business District to LI, Light Industrial District. Proposed use: Warehouses/light industrial.

Councilman Patterson made a motion to deny application R-21-06. Councilmember Thrasher seconded the motion, and the motion passed unanimously.

3. **R-21-07:** LDA Partners, LLC, applicant, WM SUB CLY PDL, LLC, property owner, seeks to rezone 7.958 acres (part of Map/Parcel ST 03/003) fronting on the west side of Bethlehem Road south of the intersection of Doc McLocklin Road and Bethlehem Road from LI, Light Industrial District, to HB, Highway Business District. Proposed use: Commercial.

Councilman Venable made a motion to deny application R-21-07. Councilmember Krause seconded the motion, and the motion passed unanimously.

4. **C-21-01:** LDA Partners, LLC, applicant, WM SUB CLY PDL, LLC, property owner, seeks a conditional use permit for a truck stop/travel center in an HB, Highway Business District for 9.909 acres of property (part of Map/Parcel ST 03/003) fronting on the west side of Bethlehem Road and the north side of Doc McLocklin Road.

Councilmember Thrasher made a motion to deny application C-21-01. Councilmember Krause seconded the motion, and the motion passed unanimously.

5. **R-22-01:** James Konzelman, applicant, Konzco LLC, property owner, seeks rezoning of 0.46 acre fronting on the south side of Atlanta Highway approximately 200 feet east of Pine Street (Map/Parcel ST02/077) (1869 Atlanta Highway, SE) from SR-1 (Suburban Residential – 1) District to HB, Highway Business District. Proposed use: Veterinary hospital and business.

Councilman Penn made a motion to approve application R-22-01. Councilman Venable seconded the motion, and the motion passed unanimously.

MINUTE APPROVAL

1. June 9, 2022 Public Hearing for FY23 Budget (draft minutes provided to mayor and council on June 14, 2022).
2. June 9, 2022 Public Hearing and Work Session Minutes (draft minutes provided to mayor and council on June 15, 2022).

Councilmember Krause made a motion to approve the minutes from June 9, 2022 Public Hearing for FY23 Budget and June 9, 2022 Public Hearing and Work Session. Councilman Venable seconded the motion, and the motion passed 4-1 with Councilmember Thrasher voting no.

ADJOURN

At 7:11 p.m., Councilman Venable made a motion to adjourn the meeting. Councilman Patterson seconded the motion, and the motion passed unanimously.

This meeting was held at the Community Center, 336 Jefferson Street.