*CIVILITY PLEDGE*
*The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.*

**ALAN HALLMAN**
MAYOR

**MIKE RAST**
ALDERMAN AT LARGE

**BRETT REICHERT**
COUNCILMAN AT LARGE

**MARK ADAMS**
COUNCILMAN WARD I

**CHLOE ALEXANDER**
COUNCILMAN WARD II

# MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapevillega.portal.civicclerk.com/event/1146/overview

August 6, 2024 6:00 PM

## AGENDA

1. **CALL TO ORDER:**
2. **ROLL CALL:**
   Alan Hallman
   Mike Rast
   Brett Reichert
   Mark Adams
   Chloe Alexander
3. **WELCOME:**
4. **PLEDGE OF ALLEGIANCE:**
5. **INVOCATION:**
6. **PRESENTATIONS:**
7. **PUBLIC HEARING:**
8. **QUESTIONS ON AGENDA ITEMS:**
   The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.
9. **CONSENT AGENDA:**
   9.I. Consideration and Action to Approve July 16th Council Meeting minutes.

   **Supporting Document(s):**
   1. 07162024 Minutes

   9.II. Consideration and Action to Approve July 16th Executive Session Meeting minutes.
10. **OLD BUSINESS:**
11. **NEW BUSINESS:**
   11.I. Consideration and Action to adopt a Model Finding Resolution for future amendments to the Metro Water District Water Efficiency Code.

   **Background:**
   The City of Hapeville is part of the North Ga. Metro Water District. The District requires local governments to adopt and maintain Water Efficiency Code requirements to promote water conservation. This resolution is part of the process of adopting amendments that are more stringent than the Georgia Pluming Code and stay in compliance with DCA and the Georgia EPD.

**Supporting Document(s):**

1. 2024.04.11-Hapeville-Model-Finding-Resolution

11.II. Consideration and Action to enter into a Memorandum of Understanding with St. John the Evangelist Catholic School to allow for the emergency evacuation of school facilities to the Hoyt Smith Recreation Center.

**Background:**

This agreement will allow the students and teachers to evacuate its facility and relocate to the Hoyt Smith Recreation Center in an emergency.

**Supporting Document(s):**

1. SJE Emergency Plan

11.III. Consideration and Action to Approve Financial Services Consultant.

**Background:**

Attached to the agenda package is a renewal for financial services with Piper Sandler & Co. This contract is annual renewal until July 31, 2034. All rates and terms are unchanged from the prior agreement. The contract does not cause the City to obligate funds in any fiscal year and may be terminated for any reason by either party with a minimum of 30-day notice.

**Supporting Document(s):**

1. Piper Sandler & Co - FS Agreement
2. Legal Review - Piper Sandler Financial Consulting - Wall

11.IV. Preliminary Discussion on the 2024 – 25 Budget.

**12. CITY MANAGER REPORTS:**

**13. PUBLIC COMMENTS:**

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

**14. MAYOR AND COUNCIL COMMENTS:**

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

**16. ADJOURN:**

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

CIVILITY PLEDGE

*The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.*

**ALAN HALLMAN**
MAYOR

**MIKE RAST**
ALDERMAN AT LARGE

**BRETT REICHERT**
COUNCILMAN AT LARGE

**MARK ADAMS**
COUNCILMAN WARD I

**CHLOE ALEXANDER**
COUNCILMAN WARD II

# MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapevillega.portal.civicclerk.com/event/1129/overview

July 16, 2024 6:00 PM

## MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:07 PM
2. **ROLL CALL:** All members of the Council were present, which constituted a quorum.
   - ☑ Alan Hallman
   - ☑ Mike Rast
   - ☑ Brett Reichert
   - ☑ Mark Adams
   - ☑ Chloe Alexander- *joined via Virtual Call* – entered the meeting at 6:12 PM
3. **WELCOME:** Mayor Hallman welcomed all to the July 16th Meeting.
4. **PLEDGE OF ALLEGIANCE:** The pledge of allegiance was recited in unison.
5. **INVOCATION:** Given by City Manager, Tim Young.
6. **PRESENTATIONS:** There were no presentation items at this meeting.
7. **PUBLIC HEARING:** There were no public hearing items at this meeting.
8. **QUESTIONS ON AGENDA ITEMS:** There were questions on agenda items at this meeting.
9. **CONSENT AGENDA:**

   9.I. Considerations and Action to Approve the June 18th Mayor and Council Meeting Minutes.

   **MOTION:** Councilman Adams motioned to approve the consent agenda; Alderman Rast provided a second. **The motion carried with a vote of 3-0.**

10. **OLD BUSINESS:**

**AMEND AGENDA:**

**MOTION:** Alderman Rast motioned to amend the agenda to add an agenda under the New Business Section: *Consideration and Action to Approve the Abandonment of an Easement Agreement*; Councilman Adams provided a second. **Motion carried 3-0.**

11. **NEW BUSINESS:**

   11. I. Consideration and Action to Approve the Abandonment of an Easement Agreement.

   **Background:**
   On May 10, 2001, the City of Hapeville entered into an easement agreement to construct and maintain a bus passenger stop at the intersection of Sunset Street and King Arnold Street (Parcel ID: 14 009600060133). As the City of Hapeville no longer has use for this easement, it is proposed that the easement be abandoned and terminated. Authorization is requested for Mayor Hallman to sign the abandonment and termination of the easement.

**MOTION:** Alderman Rast motioned to approve the Abandonment of an Easement Agreement.; Councilman Reichert provided a second. **The motion carried with a vote of 4-0.**

11.II. Consideration and Action to Approve the Police Cruisers Dispositions.

**MOTION:** Councilman Reichert motioned to approve the Police Cruisers Dispositions; Councilman Adams provided a second. **The motion carried with a vote of 4-0.**

11.III. Consideration and Action to Approve Event Request for The Changin' Hearts Foundation: Laps For Chatt.

**MOTION:** Councilman Adams motioned to approve the Event Request for The Changin' Hearts Foundation: Laps for Chatt; Alderman Rast provided a second. **The motion carried with a vote of 4-0.**

**12. CITY MANAGER REPORTS:** City Manager, Tim Young spoke about the Following items:

- Friday, July 19th, there will be a back-to-school basketball game for the youth at the rec center from 2:00 PM to 6:00 PM.
- Saturday, July 20th, the city will have the Annual Jazz and Seafood event at Jess Lucas Park from 7:00 PM to 10:00 PM.
- Next week, the Depot Art Museum event, *"Todos vivimos bajo la misma luna",* which means "we all live under the same moon." This event will be on Saturday, July 20th from 6:00 PM to 8:00 PM.
- Next month, is the National Night Out event and the city will have the tax lien sale for delinquent taxes.

**13. PUBLIC COMMENTS:**

1. Donna Ellington
2. Jonathan Foulk

**14. MAYOR AND COUNCIL COMMENTS:**

Councilman Reichert expressed gratitude towards the city staff for their efforts in organizing a productive retreat over the past weekend. He is looking forward to advancing some of the ideas discussed during the event.

Councilman Admas echoed Councilman Reichert's remarks regarding the Council retreat. He congratulated Gas Bros. for hosting a successful grand opening on July 6th. He praised their engagement as a community business.

Alderman Rast made no additional comments.

Councilman Alexander made no additional comments.

Mayor Hallman thanked everyone for attending the brief meeting, noting it as a quieter period for the council as they transition and regroup. He expressed appreciation for the community's involvement in local government.

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

**MOTION:** Councilman Adams made a motion to go into recess; Alderman Rast provided a second. **Motion carried 4-0.**

**MOTION:** Councilman Reichert made a motion to go into executive session at 6:20 PM; Councilman Adams provided a second. **Motion carried 4-0.**

*Councilman Alexander exited the meeting at 6:44 PM*

**MOTION:** Councilman Adams made a motion to convene back into regular session at 6:46 PM, Councilman Reichert second. **Motion carried 3-0.**

**16. ADJOURN:**

**MOTION:** Alderman Rast motioned to adjourn at 6:46 PM; Councilman Adams provided a second. **Motion carried 3-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk

# Model Findings Resolution

**RESOLUTION NO. [____] OF CITY OF HAPEVILLE**
**FINDINGS ON PROPOSED LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**
**SUBMISSION OF PROPOSED AMENDMENT TO DCA**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the ***City of Hapeville's*** jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

**WHEREAS**, the ***City of Hapeville***, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the ***City of Hapeville*** and water efficiency is essential to meeting this need;

**WHEREAS,** the "Local Amendments to Plumbing Code" shown in the redline in Attachment A are more stringent than the Georgia Plumbing Code on water efficacy because the amendments require even more efficient uses of water and provide clarifications on existing allowable practices;

**WHEREAS**, based on its local climatic, geologic, topographic factors included in the regional water resources plan prepared by the Metropolitan North Georgia Water Planning District ("Metro Water District"), of which the ***City of Hapeville*** is a part, water conservation is especially important to ***City of Hapeville*** and the Metro Water District;

**WHEREAS**, the ***City of Hapeville*** has become aware that more water efficient technologies have become widely available at comparable prices and performance to the water efficient technologies currently required as the minimum in the Georgia Plumbing Code;

**NOW, THEREFORE, BE IT RESOLVED THAT**:

1. The governing body of the ***City of Hapeville*** finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District's plans, it is justified in adopting local water efficiency requirements more stringent that the Georgia Plumbing Code;

2. The ***City of Hapeville*** is considering codifying these water efficiency requirements in local code as an amendment to Georgia Plumbing Code in the form of the Local Amendments to Plumbing Code shown in the redline in Attachment A; and

3. The ***City of Hapeville*** is directing its staff to submit this resolution and the Local Amendments to Plumbing Code to DCA for review and comment within 60 days as required by O.C.G.A. § 8-2-25(c)(1).

**Attachment A**
**LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**

## Metro Water District – Water Efficiency Code Requirements
## Local Amendment to Plumbing Code

Amendment to local code of ordinances *Chapter 84, Article 3, Section 84-3-1*. Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the City of Hapeville as follows:

**Chapter 2, Section 202 General Definitions**. Add in alphabetical order and revise, as applicable, the following definitions:

**KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR**. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

**LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR**. A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

**LANDSCAPE IRRIGATION.**

**Flow sensor.** An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

**Lawn or Landscape Irrigation system.** An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

**Master shut-off valve**. An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

**Pressure regulating device**. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

**Rain sensor shut-off.** An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

**WaterSense irrigation controller**. Is a weather-based or soil moisture-based irrigation controller labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

**WaterSense spray sprinkler bodies**. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

**SHOWER HEAD**. A shower head that allows a flow of no more than the average of 2.0 gallons of water per minute at 80 pounds per square inch of pressure, is listed in the WaterSense Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

**Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

**Exceptions:**

1. Blowout design water closets having a water consumption not greater than $3^1/_2$ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than $4^1/_2$ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and service sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR
PLUMBING FIXTURES AND FIXTURE FITTINGS

| **PLUMBING FIXTURE OR FIXTURE FITTING** | **MAXIMUM FLOW RATE OR QUANTITY**[b] |
|---|---|
| Lavatory faucet and replacement aerators, private | WaterSense Labeled & 1.2 gpm at 60 psi[f] |
| Lavatory faucet, public (metering) | 0.25 gallon per metering cycle |
| Lavatory, public (other than metering) | 0.5 gpm at 60 psi |
| Showerhead[a] | WaterSense Labeled & 2.0 gpm at 80 psi[f] |
| Kitchen faucet and replacement aerators | 1.8 gpm at 60 psi[f, g] |
| Urinal | 0.5 gallon per flushing cycle[f] |
| Water closet | 1.28 gallons per flushing cycle[c, d, e, f] |

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the

WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

**604.4.1 Clothes Washers.** Residential clothes washers shall be in accordance with the Energy Star program requirements.

**604.4.2 Cooling Tower Water Efficiency.**

**604.4.2.1 Once-Through Cooling.** Once-through cooling using potable water is prohibited.

**604.4.2.2 Cooling Towers and Evaporative Coolers.** Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

**604.4.2.3 Cooling Tower Makeup Water.** Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, $CaCO_3$ exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

**604.4.3 Landscape Irrigation System Efficiency Requirements**. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

**604.4.3.1 Avoiding Water Waste Through Design**. All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.

3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

**604.4.3.2 Landscape Irrigation System Required Components.** All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
   (a) a WaterSense irrigation controller; and
   (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

**Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems**. Revise Section 1304.3.2 to read as follows:

**1304.3.2 Connections to water supply.** Reclaimed water provided from a reclaimed wastewater treatment system permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

**Appendix E, Section E101.1.2**. Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

St. John the Evangelist Catholic School
240 Arnold Street • Hapeville, Georgia 30354 • phone: 404-767-4312 • fax: 404-767-0359

**Memorandum of Understanding**

This agreement is made and entered by and between
St. John the Evangelist Catholic School
(School/Facility owned and operated by Catholic Archdiocese of Atlanta)
And
Tom E. Morris Sports Complex Parking Lot
(Alternate Site Provider)

**WHEREAS,** the alternate site provider is authorized and empowered to enter into leases and building use agreements: and

**WHEREAS,** if St. John the Evangelist Catholic School should need to evacuate students and staff due to an emergency from one of its buildings or grounds, the school desires to identify a site where students and staff may be housed until they can be released. Since the alternate site provider could act as a temporary shelter, it is reasonable to set up an agreement outlining the terms; and

**WHEREAS,** St. John the Evangelist Catholic School desires to enter into an agreement for the emergency only use of the building for students and staff; and

**WHEREAS,** the alternate site provider understands and agrees that after meeting its responsibilities to its primary usage, it will permit the school to use its physical facilities as an emergency shelter in the event of a disaster;

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. The school shall exercise reasonable care in the use of the alternate facility. Should any supplies be used or damages occur to the physical facility, the Principal should report this information to the Risk Management Department within 24 hours of occurrence.
2. Adequate supervision, as approved by the Principal, will be present.
3. The alternate site provider shall make reasonable efforts to make a building available for emergency shelter use by the school with minimal notice.
4. This agreement shall commence upon the date of execution by both parties. This agreement will remain in force and effect for one year, but may be terminated by either party at any time upon receipt of a thirty day written notice.

**WHEREFORE,** this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this agreement on behalf of the respective parties and state that this agreement has been read and each provision is understood. Implementation of this agreement will be in accordance with the emergency operations plan for St. John the Evangelist School.

| | | |
|---|---|---|
| St. John the Evangelist Catholic School (School and facility) | (Principal/ building Administrator) | 7/26/24 (Date) |
| Tom E. Morris Sports Complex Parking Lot (Alternate Site Location) | (Owner/ Manager) | (Date) |

PIPER | SANDLER

# FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the "Agreement") is entered into on August ___, 2024 by and between the City of Hapeville, Georgia (the "Client") and Piper Sandler & Co. ("Piper Sandler" or the "Financial Services Provider"). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the "Effective Date").

***I. Scope of Services.***

***(A) Services to be provided.*** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds from time to time during the term of this Agreement and general financial issues of the City (the "Issue(s)").

(B) ***Scope of Services***. The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client, in writing:

1. Evaluate options or alternatives with respect to the proposed Issue(s).
2. Review recommendations made by other parties to the Client with respect to the Issue(s).
3. Consult with and/or advise the Client on actual or potential changes in marketplace practices, market conditions or other matters that may have an impact on the Issues or Products.
4. Assist the Client in establishing a plan of financing.
5. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue.
6. Prepare the financing schedule.
7. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum.
8. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue.
9. Attend meetings of the Client's governing body, as requested.
10. Advise the Client on the manner of sale of the Issue.
11. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue.
12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder.
13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients.
14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase.
15. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue.
16. Respond to questions from underwriters.
17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers.
18. Coordinate working group sessions, closing, delivery of the Issue and transfer of funds.
19. Prepare a closing memorandum or transaction summary.
20. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s).

21. If directed by the Client, review recommendations made by third parties with respect to outstanding issue(s).
22. Consult with and/or advise Client on actual or potential changes in marketplace practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s).
23. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s).
24. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s).
25. Advise on the Client's budget and other financial issues.
26. Assist with economic incentives to include tax abatement calculations and meeting with economic development prospects.

***For Services Respecting Official Statement***. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

***II. Limitations on Scope of Services***. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42[1] to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services and Issues described in Section I of this Agreement and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

***III. Amending Scope of Services***. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

***IV. Compensation***. Compensation for the services rendered pursuant to this Agreement, the Client shall pay the Financial Services Provider a fee of $225.00 per hour unless debt is issued for which Financial Services Provider shall be compensated as provided below.

For issuance of debt, where Financial Services Provider serves as Financial Advisor, a fee of $10.00 per $1,000 principal amount of debt issued plus reasonable and direct out of pocket expenses approved in advance by the Client.

For tax abatement transactions, the fee will be mutually agreed to by the parties in writing.

***V. IRMA Matters***. If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the

[1] See MSRB Rule G-42(c)(v).

IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

***VI. Piper Sandler's Regulatory Duties When Servicing the Client.*** MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

***VII. Expenses.*** Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their reasonable and direct expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like. Client will be advised actual amounts of issuance costs by Piper Sandler prior to expenditure and will approve all costs prior to such expenditure.

The Client will reimburse Piper Sandler in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein, when applicable.

***VIII. Term of Agreement***. The initial term of this Agreement shall begin on the Effective Date and shall terminate absolutely and without further obligation on the part of the Client at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be automatically renewed unless the Client gives notice of its intent to terminate this Agreement thirty (30) days prior to the end of each fiscal year, or unless earlier terminated in mid-term as provided below.

Notwithstanding the forgoing regarding the term of this Agreement, this Agreement shall not be renewed beyond August 31, 2034 and shall terminate automatically on said date.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. All services, opinions or documents prepared by Piper Sandler pursuant to under this Agreement shall be completed and turned over to Client by the termination date. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

***IX. Independent Contractor***. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

***X. Entire Agreement/Amendments***. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

***XI. Required Disclosures.*** MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

***XII. Official Statement.*** The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

***XIII. Limitation of Liability.*** In the absence of willful misconduct, bad faith, gross negligence, negligence, or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. Except for willful misconduct, bad faith, gross negligence, negligence, or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, no recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

***XIV. Indemnification.*** Unless prohibited by law and provided that the Financial Services Provider has performed its duties under section VI of this Agreement, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted fact (as of any relevant time) or fails to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

***XV. Notices.*** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354

Tim Young, City Manager
404-669-2100
tyoung@hapeville.org

Or to the Financial Services Provider at:

Piper Sandler & Co.
1442 Dresden Drive, Suite 257
Atlanta, GA 30319

Edmund Wall, Managing Director
404-846-9571
edmund.wall@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

***XVI. Consent to Jurisdiction; Service of Process.*** The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Georgia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

***XVII. Choice of Law***. This Agreement shall be construed and given effect in accordance with the laws of the state of Georgia.

***XVIII. Counterparts; Severability***. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

***XIX. No Third Party Beneficiary***. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

***XX. Authority***. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Tim Young, City Manager

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Edmund J. Wall, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By: Edmund J. Wall
Its: Managing Director
Date: August 2, 2024

ACCEPTED AND AGREED:

**THE CITY OF HAPEVILLE, GEORGIA**

By: ______________________________
Tim Young
Its: City Manager

Date: ______________________________

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

## APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

***Compensation-Based Conflicts***. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Sandler's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the Client and Piper Sandler do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Sandler does not have a financial incentive to recommend alternatives that would result in fewer hours worked. [In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client.] This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

***Transactions in Client's Securities.*** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

***Piper Sandler Also Advising Others***. In addition to serving as municipal advisor to the Client, Piper Sandler serves as municipal advisor to the Hapeville Development Authority, Georgia and the Development Authority of the City of Hapeville, which are other municipal entity with respect to a potential Issue under the Agreement. The Client and the municipal entities may have conflicting interests with regard to fees, terms of the issuance, and other matters. Such conflict is mitigated by our commitment not to represent adverse parties in any document review and only represent separate parties where their interests are aligned. To the extent their interests become adverse, we may be required to resign our engagement with you or the other party.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) ***How to Access Form MA and Form MA-I Filings.*** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/edgar/searchedgar/companysearch.html. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) ***Future Supplemental Disclosures.*** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**From:** Lajuana C. Ransaw <lransaw@smithwelchlaw.com>
**Sent:** Wednesday, July 24, 2024 4:10 PM
**To:** Tim Young <TYoung@hapeville.org>
**Cc:** A. Welch <awelch@smithwelchlaw.com>
**Subject:** RE: FA Agreement - City of Hapeville

Hey Tim,

I have reviewed the F/A Agreement from Piper / Sandler. The Contract in substance and form is identical to the prior service agreement executed and approved in August of 2021, with the exception that the renewal term may auto-renew for a ten-year term (concluding in 2034).

In prior contracts, the renewal term was capped at 3 or 5 years. In reviewing the case law and statutory requirements, it appears that O.C.G.A. 50-5-64.1 allows for contract renewal provisions so long as the contract contemplates that governmental funds would not be obligated in subsequent fiscal years. As stated in Section VIII, the term of the contract will terminate at the close of the fiscal year for the duration of the contract.

Similarly, the City still has the right to give thirty (30) day notice of termination and the same will end the contract.

The Agreement is approved as to form, and may be placed on the agenda for the 8/6 meeting for approval.

Best,

SMITH WELCH WEBB & WHITE
ATTORNEYS AT LAW

Lajuana C. Ransaw

Attorney at Law

O.770-957-3937 | F. 678-583-4888

2200 Keys Ferry Court | McDonough, GA 30253

www.smithwelchlaw.com

Coronavirus Statement