

**CITY OF GRANTVILLE, GEORGIA  
CITY COUNCIL MEETING AGENDA  
MONDAY, MAY 23, 2022 AT 6:30 P.M.**

**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, Georgia  
30220**

**Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#**

**Call to Order**

**Invocation and Pledge of Allegiance**

**Citizen Comment Regarding Agenda Items**

**Approval of Agenda**

**Approval of Minutes City Council Meeting Minutes April 25, 2022**

**City Council Special Called Meeting Minutes May 9, 2022**

**City Council Work Session Meeting Minutes May 9, 2022**

**Discussion/Decision on Designating Reese Street a One-Way Street from Lagrange Street to Hwy29/SR-14**

**Discussion/Decision on Application for Special Event Permit: St. Jude Walk-A-Thon September 10, 2022 from 8 a.m. to 11 a.m. Rain date September 17, 2022**

**Discussion/Decision on the Renewal of the Swift Link Wireless Tower Lease Agreement**

**Discussion/Decision on Proposal from MCCi for Digital Transformation of Documents: \$9,897.92**

**Discussion/Decision on LASERFICHE Solution Implementation Service Package Proposal \$7,481.25 (One-time) and Recurring Annual Support/Subscription \$5,383.00 Total Project Cost: \$12,864.25**

**Discussion/Decision on Mayor's Travel Expenses to the ECG Economic Development Summit**

**Discussion/Decision on Essential Workers who Did Not Receive Premium Pay from the American Rescue Plan Funds**

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**City Council Meeting Agenda**  
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**Discussion/Decision on Hiring of a Part-Time Experienced History Center Director**

**Discussion/Decision on Mayor's Attorney Fees (\$9,425.00) regarding Order on the Plaintiff's Motion for Summary Judgment**

**Memorandum from the City Manager**

**Second Reading: Ordinance No. 2022-04 Authorizing the Coweta County Board of Elections to conduct Municipal Elections and to Perform All Duties as Superintendent of Elections**

**Citizen Comments**

**City Council and Staff Comments**

**Adjournment**

**CITY OF GRANTVILLE**  
**CITY COUNCIL MEETING MINUTES**  
**MONDAY, APRIL 25, 2022 AT 6:30 P.M.**

**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, Georgia 30220**

**Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#**

**The meeting was called to order at 6:30 p.m. by Mayor Doug Jewell**

**Innovation was offered by Mr. Rodney Mowery, followed by the Pledge of Allegiance.**

**Present: Mayor Doug Jewell, Councilmembers Jim Sells, Ruby Hines, Casey Evans, Alan Wacaser (Audio).  
Also present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Roberta Higgins**

**Citizen Comment Regarding Agenda Items- NONE**

**Approval of Agenda: Approved Sells/Evans: 4-0**

**Approval of Minutes City Council Meeting Minutes March 28, 2022**

**City Council Work Session Minutes April 11, 2022 Approved Sells/Hines: 4-0**

**Discussion/Decision on the appointment of Tim Kmetz to fill vacancy on the Historic Preservation  
Commission Approved Hines/Sells: 4-0**

**Discussion/Decision: MEAG Power's 2021 Year-end Settlement Approved Hines/Evans: 4-0**

**Discussion/Decision: Travel to Augusta, Georgia (Discussion/Explanation will be on April 25, 2022)**

**Approved Evans/Sells: 4-0**

**Discussion/Decision: Jewell v Sells et al - Order on the Plaintiffs Motion for Summary Judgement**

**Motion to accept the Final Order of the Court without Appeal. Sells/Hines: 4-0**

**Discussion of the Impact of Inflation on City Operations, Competing with Other Entities, and our Employees' Ability to Maintain Their Standard of Living Motion to approve \$1.00 per hour raise for all City employees Plus a 5% Cost of Living Adjustment effective April 27, 2022 on motion by Sells/Evans: 3-1 Hines opposed (read a statement for the record – attached)**

**Discussion/Decision: Resolution Number 2022-01 To Accept the Audited Financial Statements presented by Auditor, Gerald Pentecost, CPA Motion to accept the FY2021 Audited Financials Sells/Evans: 4-0**

**Discussion/Decision: Resolution No. 2022-02 Elective Hedging Programs for Natural Gas Approved Hines/Evans: 4-0**

**First Reading: Ordinance No. 2022-04 Authorizing the Coweta County Board of Elections to conduct Municipal Elections and to Perform All Duties as Superintendent of Elections (no action necessary – Second Reading May 23, 2022)**

**Announcement: Second Notice - 2022 Election for Municipal Gas Authority of Georgia to be held on Friday, May 6, 2022 Mayor Jewell is delegate and will cast our vote.**

**Citizen Comments – Russell Pickard, GA Transparency; Dee Berry; Megan Williams; Janice Faircloth**

There being no further business the meeting was adjourned at 7:49 p.m.: Hines/Evans: 4-0

*Memorandum For The Record  
From Council member Ruby Hines  
April 25, 2022*

*Re: Work Session Agenda item #8 Monday April 11, 2022  
Discussion of the Impact of Inflation on City Operations, competing with other Entities,  
and our Employees Ability to Maintain Their Standard of Living.*

This is my opinion about the above agenda item:

First, please allow me to begin by saying, the rise in the cost of living has negatively affected all citizens in Grantville and the whole countryside at large.

Second, the city did not budget this salary increase. However, the city manager said amendment of the budget is an option to facilitate the salary increase. This action would be an incentive to retain good employees. Nevertheless, my question is this, do you have resignation letters from the city employees and if so, how many and who are they? Please know, if a person can receive better benefits and working conditions elsewhere, I encourage them to do what is best for them. In 2015 two clerks departed the organization and they informed me that it had nothing to do with the newly elected mayor and two council members.

We advertised for those vacant positions and these positions filled in a timely manner.

Third, our city employees receive the following benefits:

1. Five-day work week-8 hrs. per day
2. Over-time pay
3. Vacation Pay
4. No weekend unless an emergency occurs for public workers
5. Recently added more holidays to bring employees in line with other cities
6. Recently made the city clerk position salaried, with an increase of more than \$50,000
7. City lost \$4,000 moving fees when the public work director was asked to resign
8. Retirement paid by the city
9. Sick leave, if not used, paid at the end of the year
10. Insurance coverage

Fourth, the city was blessed with the American Rescue Plan Act Premium Pay fund from the government, as were all cities for Essential workers. Council members received a list of our city employees who received the \$3,000. However, two of our Essential workers did not receive the \$3,000 because they departed the organization before the deadline. Of note, these two Essential workers worked during a period when Covid 19 was at its highest peak. One Essential worker had worked for the city 23 days short of six years and the other Essential worker, less than a year. Nevertheless, they were excluded because of departure from the organization before the cutoff date. These two gentlemen did not receive fair and just treatment, as others did with the American Rescue Plan Fund. Inflation affected them as it did others. It should be noted that there were others hired before the cutoff date and received compensation. It was not as much as some others, but they received a percentage.

Tonight, a part of this council will vote to amend the budget to increase city employee's salaries to keep good employees whose resignation, if there are any, we have not been privileged to see. I hold forth that this is a subtle strategic political move by one sitting council member to sway votes in a certain direction. Moreover, I believe it is crucial to discuss this agenda item in an Administrative Committee Meeting, so, our citizens who pay the bills can share their thoughts and ideas. Please know, In my opinion, I am not against pay raises, however, I am against showing partiality to select people and unfairness to others.

In conclusion, I will not vote in favor of these raises until there is fair treatment across the board. This includes the two Essential workers who departed the organization prior to the cut-off date. Thirty-five people received funds from the American Rescue Plan Act Premium Pay. I believe it should have been thirty-seven.

Blessings,  
Ruby Hines

**CITY OF GRANTVILLE**  
**CITY COUNCIL SPECIAL CALLED MEETING MINUTES**  
**MONDAY, MAY 9, 2022 AT 6:30 P.M.**

**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, Georgia 30220**

**Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#**

**The meeting was called to order at 6:30 p.m. by Mayor Doug Jewell**

**Innovation was offered by Mr. Rodney Mowery, followed by the Pledge of Allegiance.**

**Present: Mayor Doug Jewell, Councilmembers Jim Sells, Ruby Hines, Casey Evans, Alan Wacaser. Also present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Roberta Higgins**

**Citizen Comment Regarding Agenda Items - Dee Berry; Brandon McDowell; Marion Cieslik**

**Approval of Agenda: Evans/Wacaser: 4-0**

**Discussion/Decision: Resolution Number 2022-03 Amending the Fiscal Year 2022 Budget to provide for salary increases of \$1.00/hour and a 5% COLA for all employees Approved Sells/Wacaser: 3-1 Hines opposed**

**Discussion/Decision on Ratification of the Emergency Purchase from Royal Air of the replacement A/C unit for the City Clerk's and Public Works offices for \$18,330.00 and authorization for the City Manager to sign the check. Approved Sells/Evans: 4-0**

**Citizen Comments – NONE**

**Adjournment at 6:55 p.m. on motion by Hines/Wacaser: 4-0**

**CITY OF GRANTVILLE**

**CITY COUNCIL WORK SESSION MEETING MINUTES**

**MONDAY, MAY 9, 2022 AT 6:30 P.M. (or thereafter the Special Called Meeting)**

**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, Georgia  
30220**

**Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#**

**The meeting was called to order at 6:55 p.m. by Mayor Doug Jewell**

**Citizen Comment Regarding Agenda Items - NONE**

**Approval of Agenda: Hines/Wacaser: 4-0**

**The following items were discussed at length by the Mayor and Council:**

Discussion/Decision on Designating Reese Street a One-Way Street from Lagrange Street to Hwy29/SR-14 First Reading of the Ordinance will be May 23, 2022

Discussion/Decision on Application for Special Event Permit: St. Jude Walk-A-Thon September 10, 2022 from 8 a.m. to 11 a.m. Rain date September 17, 2022

Discussion/Decision on Sewer Improvements on Hwy 29/SR-14 adjacent to the properties at 6200 Hwy 29

Discussion/Decision on the Renewal of the Swift Link Wireless Tower Lease Agreement

Discussion/Decision on Proposal from MCCi for Digital Transformation of Documents: \$9,897.92

Discussion/Decision on LASERFICHE Solution Implementation Service Package Proposal \$7,481.25 (One-time) and Recurring Annual Support/Subscription \$5,383.00 Total Project Cost: \$12,864.25

Discussion/Decision on Mayor's Travel Expenses to the ECG Economic Development Summit



Discussion/Decision on Essential Workers who Did Not Receive Premium Pay from the American Rescue Plan Funds

Discussion/Decision on Hiring of a Part-Time Experienced History Center Director

Discussion/Decision on Mayor's Attorney Fees (\$9,425.00) regarding Order on the Plaintiff's Motion for Summary Judgment

Memorandum from the City Manager

Second Reading: Ordinance No. 2022-04 Authorizing the Coweta County Board of Elections to conduct Municipal Elections and to Perform All Duties as Superintendent of Elections

Citizen Comments: **Laura Woods; Sandra Luttrell; Mr. Dennis; Rodney Mowery; Dee Berry; Jennifer Cleveland**

Announcement: LCI Luncheon and Public Engagement Event in front of City Hall on Tuesday, May 17, 2022 from 11 a.m. to 1 p.m. Citizen input is needed for the Livable Centers Initiative study.

Adjournment at 8:36 p.m.

**CITY OF GRANTVILLE**  
**APPLICATION FOR SPECIAL EVENT PERMIT**  
 (Please Print or Type All Information)

Revised April 2021

Return completed application and other required forms and information to: City of Grantville, P.O. Box 160, 123 LaGrange Street, Grantville, Georgia 30220. For assistance or information please call 770.583.2289.

**REFER TO THE SPECIAL EVENTS ORDINANCE FOR SPECIFIC REGULATIONS**

**RECEIVED**  
 9/14/2022

|   |  |  |
|---|--|--|
| Name of Event: St Jude Walk-A-Thon  |  |  |
| Type and Purpose of Event (Check all that apply):   |  |  |
| <input type="checkbox"/> Festival   | <input type="checkbox"/> Rally/Demonstration | <input checked="" type="checkbox"/> Race/Walkathon |
| <input type="checkbox"/> Concert/Street Dance   | <input type="checkbox"/> Sale/Auction        | <input type="checkbox"/> Fireworks                 |
| <input type="checkbox"/> Parade/March   | <input type="checkbox"/> Sidewalk Exhibit    | <input type="checkbox"/> Other (specify)           |
| Purpose/Description of Event (attach additional sheets if needed):<br>Raise funds for St Jude Research Hospital   |  |  |
| Name of Director/Sponsor ("Producer"): Grantville Kiwanis   |  |  |
| Complete Address: 81 Clarence McCambry Rd. Grantville, Georgia 30220  |  |  |
| Telephone: (Work):770-583-2781 (Home): 770-583-2781   |  |  |
| ** Attach additional sheet(s) listing Contact information for ALL individuals and/or organizations sponsoring the event. . . include name, complete address, & phone numbers) |  |  |
| Date(s) and Time(s) of Event (including time for set up prior to, and clean up following, the event) : September 10, 2022 Rain Date September 17, 20220 Time-8:00-11:00       |  |  |
| Location(s) of Event (be specific): Clements Malcolm Recreation Center  |  |  |
| Peak Crowd Estimate: 40   |  |  |

\*\* Attach executed "Waiver and Indemnity Agreement"

\*\* Attach Map(s) and Plans showing the following:

1. A site plan showing the layout of the event area, showing the event production area in detail, and specifying the boundaries of the overall event assembly area, including portable toilets to be provided, and show the number of such toilets at each location.
2. Any street closings requested, which streets, who will guard the closed streets, dates and times of closing.
3. Two copies of a drawing with dimensions showing the proposed location of temporary activities, traffic patterns and curb cuts and compliance with Special Events Ordinance.
4. Any temporary outdoor structures proposed to be erected, describing them in detail.
5. Any signs or banners proposed to be erected, giving details.
6. Whether a parade is planned, the time, location and anticipated number of participants. (See "Grantville Parade Ordinance")
7. Any entertainment planned, giving details as to nature, time & place of such entertainment.

8. All street vendors to be involved, giving details, including specifically contracted or regularly licensed vendors.
9. How the applicant proposes to insure the cleanup of the area, including the following information:
  - a. The applicant shall provide detailed plans regarding the following:
    - i. The number, volume and location of containers within the event assembly area for the collection and disposal of solid waste generated by the proposed outdoor festival.
    - ii. The number, volume and location of containers within the event assembly area for the separate collection, removal and recovery of recyclable materials generated by the proposed outdoor festival.
  - b. For any special event required to provide private solid waste collection, the applicant shall provide the name and contact information of the private company contracted for the collection, removal and disposal of solid waste and recyclable materials from public event area.
10. An access plan for all internal emergency services for the festival, specifying how emergency vehicles will reach and leave the site.
11. A specific plan for internal security for the festival, specifying the number of off-duty law enforcement personnel and private security guards which the applicant plans to hire, what arrangements the applicant has made for hiring them, and details of the plan for payment. The internal security plan shall specify that the number of off-duty law enforcement personnel hired by the applicant shall be the same or more than the number of private security guards hired for such purpose. At the option of the applicant the security forces under the internal security plan may be comprised entirely of off-duty law enforcement officers. This section shall not preclude the use of "t-shirt" security in the event production area in addition to personnel mandated herein. "T-shirt" security may be in addition to but may not be in lieu of the required off-duty law enforcement personnel or private security personnel. In the hiring of off-duty law enforcement personnel, the applicant shall give priority to the City of Grantville law enforcement personnel.
12. The internal security plan must show that all off-duty law enforcement personnel to be used for internal security are POST-certified and have jurisdictional authority in the festival area, and that all private security personnel contracted for by the applicant are employed by companies licensed by the State of Georgia Board of Private Detective and Security Agencies. In addition, the internal security plan must list all persons who participated in creating the internal security plan and shall certify that no current city employees participated in creating the internal security plan.
13. Utility services such as electrical power or water will be required, specifying the amount and type, and stating the applicant's proposal, if any, for obtaining such services.
14. Any electrical wiring proposed to be installed, specifying installation details.
15. Whether the applicant intends to gate the festival and charge an admission fee, specifying the amount of the fee and details as how the applicant proposes to gate the festival.
16. A certification by applicant that a notice of intent to hold a special event has been sent by registered mail or by hand delivery to the City of Grantville. A copy of this notice without the attachments shall be attached to the application. If delivered by hand, a receipt must be obtained and attached.
17. The applicant shall be provided with a copy of all ordinances deemed applicable to the conduct of an outdoor festival at the time of receipt of application.

STATE OF GEORGIA  
COWETA COUNTY

### WAIVER AND INDEMNITY AGREEMENT

In consideration of being permitted by the City of Grantville to host a Special Event or Parade (the "Event"), the undersigned hereby covenants and agrees that the City of Grantville, their officials, officers, employees, agents, members, representatives, volunteers or their respective insurers (collectively referred to hereafter as the "City of Grantville") shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by, arising from, or in any way related to, the Event, nor shall the City of Grantville be liable for any loss, damage or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents, affiliates, representatives, invitees, licensees or other persons attending or affected in any way by the Event.

Notwithstanding anything to the contrary herein contained or irrespective of any insurance carried by the undersigned for the benefits of the above enumerated entities, the undersigned agrees to protect, indemnify, covenant not to sue and hold the City of Grantville harmless from and against any and all costs, expenses (including, without limitation, attorney's fees), damages, losses, actions, causes of actions, fees or liabilities of any nature arising out of or in any way related to the Event.

If executing this agreement on behalf of a business or organization of any kind, the undersigned affirms that he or she has the authority to sign on behalf of said business or organization and to legally bind said business or organization.

Ruby Hines  
Signature

April 13, 2022  
Date

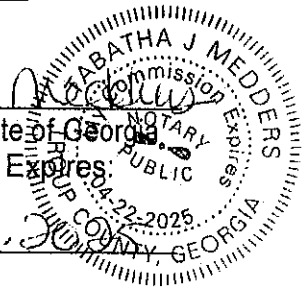
Ruby Hines / Ruby Hines  
Print Name

Grantville Kiwanis  
Business or Organization Name

Sworn to and subscribed  
Before me this 14 day of  
April 2022.

Charter Member Grantville Kiwanis  
Title and Position with Business or Organization

Abatha Medders  
Notary Public, State of Georgia  
My Commission Expires: 04-22-2025



## ATTACHMENT AGREEMENT

This Attachment Agreement ("Agreement") made and entered into as of this 22nd day of April 2019 by and between the City of Grantville, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "CITY"), and Swift Link Wireless, Inc., a Georgia corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "LESSEE").

### WITNESSETH:

WHEREAS, the LESSEE proposes to build out a wireless broadband service system to provide internet service to the area consisting of the corporate limits of the City of Grantville, Georgia, as well as areas outside the corporate limits of the CITY, subject to market conditions, customer demand, and competition from other internet providers, with a proposed service level of 10 down and 3 up, depending upon factors of propagation, The order and areas in which LESSEE will build out its network is as follows:

- Section 1: The City Hall water tower area and residents bordering that area;
- Section 2: The Brown School water tower area and residents bordering that area;
- Section 3: The area east of Interstate 85;
- Section 4: The area west of downtown Grantville, including Calico Loop, Bombay Lane and Manx Drive;
- Section 5: The area west of West Grantville Road and north of Grandma Branch Road; and
- Section 6: The area south of Coweta Heard Road and west of Canterbury Drive; and

WHEREAS, the CITY owns two (2) water towers (hereinafter the "Towers") located at 123 Lagrange Street and Brown School Drive, in Grantville, Coweta County, Georgia as shown on Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, the CITY owns the Glanton Municipal Complex (hereinafter the "Complex") located at 123 LaGrange Street in Grantville, Coweta County, Georgia; and

WHEREAS, LESSEE desires to install, remove, replace, maintain, and operate at its expense, a wireless broadband service system facility, including antennas to be mounted on top of the Towers and the Complex and a weather utility service box to house the communications service system fixtures and equipment, and necessary appurtenances, including but not limited to cameras for use in monitoring the other equipment; and in consideration of the provisions, terms, conditions and covenants contained herein, the CITY and LESSEE do mutually covenant and agree as follows:

1. Rented Space. CITY hereby rents nonexclusive space on the CITY's Towers for antennas and mounts at locations to be selected by LESSEE so long as they do not

interfere with antennas currently located on said Towers and do not interfere with the openings to the Towers, the ladders, braces, paint removal, or painting of the Towers and are in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof. The CITY also hereby rents to LESSEE an area of land on the Property (the "Land Space") near the base of the Towers with sufficient space on which to install one utility box, wires, cables, conduits and pipes running from the space on the water Towers to the utility box, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. The CITY also hereby rents to LESSEE nonexclusive space on the Complex for an antenna at a location to be selected by LESSEE so long as it does not interfere with anything currently located on said Complex and is in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof.

2. **Term.** The term of this Agreement (the "Initial Term") is One (1) year, commencing on the date of execution by both parties (hereinafter "commencement date"). This Agreement will automatically renew for two (2) additional one (1) year terms unless terminated by either party by providing at least ninety (90) days written notice of intent to terminate prior to the end of the existing term.
3. **Termination.** This Agreement may be terminated by either party upon default of any term hereof by the other party which default is not cured within thirty (30) days of receipt of written notice of default. This Agreement may be terminated by CITY upon one year (1) written notice that the Towers are to be removed.
4. **Removal Upon Termination.** LESSEE shall, upon termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage (other than by LESSEE) excepted. CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. Any structural modification, repairs, additions or improvements to the Tower shall become the property of the CITY. If LESSEE fails to remove all of the equipment, conduits, fixtures and personal property within thirty (30) days of the date of termination, the CITY shall remove all of the LESSEE's equipment, conduits, fixtures and personal property at LESSEE's sole cost and expense and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by CITY to LESSEE. LESSEE shall not mortgage or pledge the Land Space as security for any debt or incur any encumbrance that could result in a lien or claim of lien against the Land Space or this Agreement. LESSEE shall notify any materialman or contractor prior to providing labor upon the Land Space, or delivery of

materials, that this Agreement is for the rental of public property to which statutory lien rights do not apply.

5. Rent. As consideration for the use of the CITY's Water Towers as set forth in this Agreement, and so long as LESSEE continues the use of the two (2) Water Towers owned by the CITY, for the purposes set forth herein, LESSEE agrees to pay to the CITY upon execution of this Agreement the following:

|   |
|---|
| 0 - 10 Customers = \$85.00 per tower = 2 towers = \$170/month   |
| 11 - 20 Customers = \$115.00 per tower = 2 towers = \$230/month |
| 21 - 30 Customers = \$145.00 per tower = 2 Towers = \$290/month |
| 30 + Customers = \$200.00 per tower = 2 Towers = \$400/month    |

Lessee shall submit a report setting forth the number of customers for which the monthly payment of Rent is being made. The CITY may conduct an audit of the number of customers no more than once annually to ensure payments are in accordance with this Agreement. The CITY shall provide the LESSEE with a written notice of audit results and a copy of the final report presented to the CITY. The LESSEE shall remit any undisputed amounts owed to the CITY as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe.

Additionally, as consideration for the use of the CITY's Complex as set forth in this Agreement, LESSEE agrees to pay to CITY upon the execution of this Agreement a one-time payment of Five Hundred Dollars (\$500.00).

6. Title and Quiet Possession. The CITY represents and agrees (a) that it is the owner of the Property and Towers, (b) that it has the right to enter into this Agreement, (c) that the person signing this Agreement has the authority to sign, (d) that LESSEE is entitled to access the Property, including inside any security fence or area, at all times throughout the terms of the Agreement so long as LESSEE is not in default of this Agreement. The CITY further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting CITY's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Property by LESSEE as set forth above and herein.
7. Installation and Permitted Use. In no event shall LESSEE pierce or drill into the exterior of the water towers. LESSEE agrees that it will provide the CITY a written proposal addressing the installation of antenna and that such proposal shall be approved by the City Manager, or Mayor if a City Manager is not appointed, prior to installation.

LESSEE shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the leased portions of the Towers described in Exhibit "A" attached hereto, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). LESSEE's installation of all such equipment, personal property, and facilities shall be done according to plans approved by the City Manager, or Mayor if a City Manager is not appointed, and no equipment or property shall be subsequently relocated without same approval which approvals shall not be unreasonably withheld or delayed.

LESSEE may replace the existing Antenna facilities from time to time without the prior approval of CITY so long as the replacement equipment is the same model or size, shape and weight as the previously approved equipment. LESSEE may update the Antenna facilities from time to time with prior written approval of the CITY, provided that their location on the leased portion of the Towers or Complex is satisfactory to CITY. LESSEE shall submit to CITY a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for CITY's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by LESSEE. A structural study of the proposed equipment mounted on the Towers will be obtained by LESSEE from a licensed structural engineer. The engineer will provide CITY with a signed and stamped structural engineering study approving the mounting of the equipment on the Towers. Any future modifications or upgrades of equipment will be reviewed for approval based upon the submission of a signed and stamped structural engineering study prepared by a licensed structural engineer.

LESSEE shall provide CITY with "as built" drawings of the equipment installed on the water Towers and Complex and improvements installed on the Property which show the actual location of all equipment and improvements. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Towers. A site plan will be provided showing the proposed placement of the shelter. LESSEE shall update its equipment inventory with the CITY upon the replacement of any equipment.

LESSEE shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, Equipment Shelter, and any other leasehold improvements, and shall keep the same in good repair and condition during the Agreement term.

LESSEE will adhere to all OSHA safety requirements.

LESSEE shall place no advertising on the Property or on any structure on the Property. All outwardly visible portions of antennae panels will be painted to match the water Towers and/or Complex.



8. Interference. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of CITY or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after CITY has notified LESSEE of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. If LESSEE has not cured any such interference, disruption or interruption within forty-eight (48) hours after notice thereof by CITY, then except for brief tests necessary for the elimination of the interference, disruption or interruption, LESSEE shall cease operation until the interference, disruption or interruption is cured and may be deemed in default by CITY, which shall result in termination of this Agreement. CITY agrees that CITY and/or any other tenants of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
9. Utilities. If LESSEE requires metered power it shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation and shall pay all costs of the meter, the electrical power used by LESSEE and any related costs associated therewith. LESSEE shall be permitted at any time during the Term (as hereinafter defined), to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by CITY. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. The LESSEE may also use a solar panel system to operate its equipment.
10. Maintenance of Area. LESSEE shall make no alterations to the Towers or related facilities which will compromise or impair the integrity of the structure. LESSEE shall exercise special precaution to avoid damaging the facilities of the CITY, and LESSEE hereby assumes all responsibility for any and all loss or such damage created by LESSEE, its employees or agents. LESSEE agrees to make an immediate report to the CITY of any installation and maintenance of LESSEE's facilities on the Towers and Property. The Towers and Property maintenance is the responsibility of the CITY. The LESSEE's equipment and facilities located on the Towers and Property are the

maintenance responsibility of the LESSEE. The CITY covenants that it will keep the Towers in good repair as required by all federal, state, county and local laws relative to the CITY's use of the property. The CITY shall not move, disconnect or adjust, in any way, LESSEE's equipment without the supervision of a LESSEE representative on the Property. LESSEE acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the Towers and the CITY shall incur no liability to LESSEE for any injury, expense, or claim incurred by LESSEE during any such repair or renovation.

11. Indemnity. Except for the negligent acts or willful misconduct of CITY's agents or employees, LESSEE agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of LESSEE or its employees, agents, or subcontractors in the performance of this Agreement or from the installation, operation, use, maintenance, repair, removal, or presence of LESSEE's transmission facilities on the Property and the water Towers, including but not limited to electrical interference or health problems caused by LESSEE's transmission operations,

12. Insurance.

- a. LESSEE shall provide Comprehensive General Liability Insurance coverage in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate, and name CITY as an additional insured on such policy or policies.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance shall have a subrogated claim against the other.
- c. LESSEE shall provide to CITY, prior to Commencement Date of the Agreement, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Georgia.

13. Hazardous Substance. LESSEE shall not introduce or use any such substance on the sites in violation of any applicable law. LESSEE understands that if the CITY needs to remove the old paint and repaint the water Towers and the old paint contains sufficient levels of lead that it will require special handling and containment in its removal. LESSEE agrees to cooperate fully with the CITY in whatever steps are necessary for the

removal of the old paint and the repainting of the water Towers. LESSEE agrees to hold the CITY harmless of any interruption of service or possible damage of their equipment during this process.

14. Integration. It is agreed and understood that this Agreement contains all agreements, promises and understandings between CITY and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either CITY or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
15. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of Georgia; (c) this Agreement (including the Exhibit "A") constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
16. Assignment. LESSEE may not assign or sublet this Agreement without the prior written consent of CITY.
17. Notices. All notices hereunder must be in writing and shall be deemed validly given if by hand delivery with receipt acknowledged or sent by certified mail, return receipt requested or by overnight delivery service, provided the service's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the service's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

CITY:

Attn: Mr. Al Grieshaber Jr., City Manager  
City of Grantville  
123 LaGrange St  
Grantville, GA 30220

Phone: (770) 583 -2289

LESSEE: Attn: Mr. Tim Bish  
Swift Link Wireless, Inc  
22 Lee St  
Newnan, GA 30263

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

The following Exhibit is attached to and made part of this Agreement: Exhibit "A" - Legal Description.

City: City of Grantville

Lessee: Swift Link Wireless, Inc

By: [Signature]  
Douglas Jewell, Mayor

By: [Signature]  
Tim Bish,

Attested by:  
[Signature]  
City Clerk

Attested by:  
[Signature]  
CEO

4/23/2019  
Date

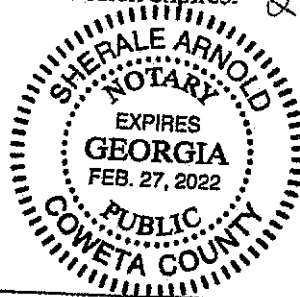
4/30/2019  
Date

Signed, sealed and delivered in the presence of:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Notary Public  
My commission expires:

[Signature]  
Notary Public  
My commission expires: 2/27/2022



**Exhibit A**

**DESCRIPTION OF PROPERTY**

- 1. Elevated Water Storage Towers at the following locations:**
  - a) City of Grantville Tower located on 123 LaGrange Street**
  - b) City of Grantville Tower located on Brown School Drive**

# Proposal

Grantville

Issued:

**May 4, 2022**

*Valid for 30 Days*



# DIGITAL TRANSFORMATION, SIMPLIFIED.



Grantville

 (800) 342-2633  
 3717 Apalachee Parkway, Suite 201  
Tallahassee, Florida 32311  
 sales@mccinnovations.com  
 www.mccinnovations.com

Dear Grantville Team,

Thank you for allowing me to work with you regarding our Digitization Services. reviewing our proposal, please keep in mind the following advantages of being a client:

**Experience:** Focused on innovative solutions for the public sector, MCCI has been providing scanning, indexing, and conversion services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement and more for more than 15 years. We have completed hundreds of projects and have a long list of satisfied clients.

**Client Commitment:** We are committed to making sure your project is done right. If the quality of our work is not what you expect, we fit it. Clients come first.

**Leading Provider:** MCCI is the leading provider of Laserfiche in the world and a Laserfiche Diamond-level solution provider. Even if you don't have Laserfiche, we know document management and can help make sure you are able to leverage your digital documents.

**Complete Solution:** In addition to converting documents, we provide solutions for document management, business process improvement, and managing public records requests. We are passionate about helping our clients go paperless and improve overall efficiency. Working with a single partner can help reduce costs and improve project outcomes.

Sincerely,

**Mike Beaudreau**  
Account Executive  
[| mbeaudreau@mccinnovations.com](mailto:mbeaudreau@mccinnovations.com)

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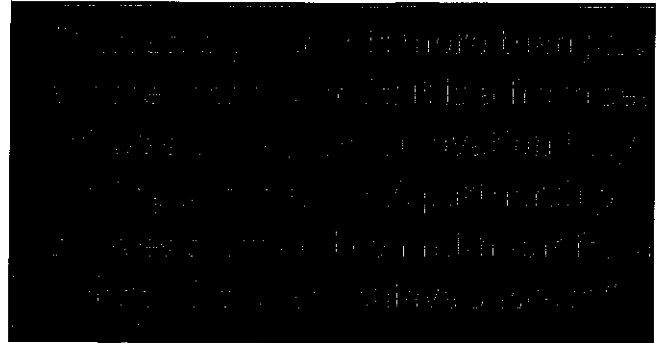


# EXECUTIVE SUMMARY

## OUR MISSION

Digital Transformation is driving how organizations operate start to finish. MCCI's clients are choosing to begin or continue their digital transformation journey by digitizing and improving the accessibility to their records.

**Selecting the right service provider is important.** If you select the wrong service provider, you will be faced with unexpected challenges that result in a delayed or failed scanning project. Your provider should be the best in the industry with in-depth expertise, resources, and a steadfast commitment to client success. Gartner, Inc. cites this as the most important decision when embarking on a transformation project. Expertise does not come overnight; it comes with time, projects, and learning best practices over a wide range of clients. Part of evaluating the provider's stability should include how long the provider has been in business, their reputation in the industry, their knowledge about your business model, and the strength and size of their team members in support and client relations.



A trusted partner is more than just another set of hands; it is a fresh set of eyes, ideas, and innovation they bring to the table. A partnership involves trust and commitment from both parties to achieve success.

## ABOUT MCCI

**Our story goes back to the 1950s.** MCCI originated from Municode, who manages the code, ordinances, and websites of more than 4,500 municipalities. The original mission of MCCI was helping government agencies go paperless. In 2003, the company's growth led to MCCI becoming a separate company and expanding its services to all types of government agencies and commercial businesses.

**Fast forward and look at us now!** While going paperless is still an initiative, we have evolved into so much more than just digitizing your documents. MCCI is committed to leading the industry, staying abreast of technology, and focusing on the needs of our clients so that everyone – our clients and our employees – flourish. MCCI has multiple strategic business units with this focus, making us consultative in our approach to helping clients.

We pride ourselves on the fact that many of our clients' successes are widely recognized and published as leaders in their industries. Most recently, Inc. Magazine recognized MCCI as an **Inc. 5000** fastest-growing private company in the United States. Additional noteworthy recognition include

**Best Companies to Work**, Microsoft Gold Certified Partner, and the only **Laserfiche Platinum Certified Solution Provider**, to name a few.



## OUR CULTURE

**We are fanatical about client success.**

Success starts with our eagerness to understand our clients' goals.

**We do the right thing. Always.** We care deeply about serving our clients and maintaining a solid reputation for always doing what's right – even when it's not easy. We know that the work we do has a big impact on our clients' lives and are committed to doing our work with the highest level of integrity and character.

**We innovate and evolve.** Our growth initiatives are based on what our clients need and where they are headed. We understand that we must continuously evolve and improve to support our clients.

**We are unreasonably picky about our teammates.** We believe the execution of team goals requires excellence at every level. Each team member must enjoy hard work and excel at doing their part. We expect and empower our team to grow, professionally, and personally.

## **OUR TEAM**

MCCi team members, no matter the department, are focused on customer service in every aspect of your project. With scanning facilities throughout the U.S. and our onsite scanning bureau, we have the capabilities to handle projects of all sizes. We are not just your scanning service provider. We are consultants who can draw from more than 15 years of experience to provide customized solutions.

## **CONSULTATION**

From the beginning, we take the time to learn about your organization's needs to help you achieve your digital transformation goals. Your account and project team will provide effective communication throughout your scanning project.

## **PROJECT MANAGEMENT**

When it is time to begin your project, we will introduce you to your project team. During this introduction, the team will discuss the project objectives, address the anticipated timeline, and answer any questions.

## **PRODUCTION TEAM**

From document preppers and indexers to scanning operators and quality control professionals, our team members have extensive experience in the digitization process. The team follows specific project guidelines for each step of the process, ensuring quality and accuracy.

## **LEADERSHIP**

We focus on the "Client Lane" as a theme to unite us in how we serve. Our scanning division managers, chief operating officer, and even our president is available to handle escalated issues to make sure every client is satisfied. We listen to our clients' needs and always make that our top priority.

# PROPOSED SOLUTION: SCANNING

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## WHY NOW?

### STORAGE SPACE

Large quantities of paper documents and records can take up valuable office space and limit the ability to run your department. If you utilize off-site storage, scanning your documents can save you money on retrieval requests and storage fees. By digitizing your files, you can save space, money, and time.

### TRACKING & SHARING

Scanning your documents and records can help you share the information instantly with staff and clients at any location. Electronic files can eliminate the need for costly reproduction, mailing, and are easier to track. Search, find, and share your documents in minutes instead of hours.

### DISASTER PREPAREDNESS

Moving to electronic files can be an important part of your disaster preparedness and business continuity plan. Scanned documents provide backup copies of your files in an easily portable digital format. This provides extra assurance that you will be able to access your information in the event of a disaster.

## WHAT DOES THE PROCESS LOOK LIKE?

From the time we receive your records until the project is complete, we treat your documents as if they are our own. We understand the care needed to ensure your records are properly preserved.

### CONSULTATION

A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

### SECURE DOCUMENT TRANSPORTATION

We can provide pickup and transportation of the documents to our secure production facility. All documents have a high-level inventory checkpoint, carefully loaded on our truck, signed by the driver, and transported to our secure facility. Upon arrival, a manager will verify and sign for the documents. Each project will be inventoried into our facility, labeled, and secured until the project process begins.

### PREPARATION

If you decide to send paper documents to MCCi, our preparation team ensures the documents are ready for scanning according to the clearly defined, agreed upon project specifications. Document preparation can include removing staples, taping ripped pages, and preparing large format drawings for scanning. Each prep team member is assigned specific work and is focused on one project to ensure accuracy.

### SCANNING

After preparation is complete, our scanning team receives documents ready to be scanned. We prepare scanner settings, separate documents as necessary, and ensure the document batch is ready to be digitized. Images are reviewed during the scanning process for clarity and page capture for proper standards. Our clients review the first batch of scanned documents to verify the image quality meets their expectations. Scanners are inspected and regularly maintained to ensure proper working order.

### INDEXING

Before we begin your project, we will consult with you to better understand your complete indexing needs. Verifying the correct metadata is associated with your documents can be critical to the success of the project and ensuring future searching needs are available. Our indexing team follows specific instructions based on the needs of each client project. Prior to project kickoff we will send Client example template cards and file-tree structure for their approval. Or, if Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

## **QUALITY ASSURANCE**

Our production team follows a proven and thorough process specifically designed to review and maintain quality assurance throughout the entire process. As the work passes through each phase, it is quality checked randomly by the unit. Upon reaching the final phase, we produce a quality product that multiple team members have reviewed to look for missing, blank, or rotated pages and other issues.

Upon receipt of delivery from MCCi, we encourage our clients to conduct their own quality assurance inspection to ensure accuracy and quality:

- Verify general contents of the returned shipment
- Spot check documents to assure proper order according to project specifications
- Validate physical images match digital images
- Notify MCCi promptly of any found errors or issues

## **OTHER FAQs**

### **WHAT TYPES OF RECORDS DO YOU SCAN?**

Documents come in countless formats from letter or legal size, to large format. Don't forget about microfilm, microfiche, and bound books!

### **WHAT ARE YOUR CERTIFICATIONS AND TRAINING PRACTICES?**

Our facility maintains HIPAA and CJIS certifications for working with sensitive records. Our team is trained in document handling procedures to ensure that your records are processed with care.

### **WILL WE HAVE ACCESS TO OUR RECORDS DURING THE PROJECT?**

While records are in MCCi's possession, you can request a copy of any documents and typically fulfilled within 24-hours.

### **DO YOU OFFER PICKUP & SHIPPING?**

Scanning facilities located throughout the U.S. provide easy pick-up or shipping of records.

### **DO YOU OFFER FLEXIBLE SCHEDULING?**

Monthly, quarterly, and annual scanning schedules are available.

### **DO YOU INTEGRATE WITH LASERFICHE?**

As the top Laserfiche provider in the world, MCCi can integrate the scanned documents with your Laserfiche solution to provide a powerful index retrieval search engine.

## PROJECT SCOPE

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### Includes:

- pick up all the files from your office
- prepare the documents to be scanned
- organizing them into scannable images
- Doing the physical scanning
- OCR'ing the documents so they are searchable
- Index the scanned pages into a Laserfiche ready format/Format of your choosing
- Downloading the images into your Laserfiche system or alternative as well
- Reassemble all those scanned pages/rolls and placing back in boxes if desired
- Return all the files to your office or destruction thereof

Building permits-folded plans

5 small- 1,000 LF pages

1 big-320 LF

Misc Rolled Plans- 400 pages

2 drawers hr-6,000 pages

Cemetery-150 pages-very old-price handling fee

Clerk records-4.5-14,000

General records-2.0-5,000

Storage room with funky code

3 large-12,000

1.5 small-3,750

Total- 1,200 LF

37,000 regular plus bound cemetery book

## PRICING

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**Project I** – Total-Conversion of Documents estimated cost

**\$9,897.92**

Excess Images @ \$0.19 and 2.26 for LF

\*\*\*NCPA National Contract Pricing Extended

**ALL QUOTES EXPIRE IN 30 DAYS**

## **PAYMENT & BILLING TERMS**

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

# SCANNING ASSUMPTIONS

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## **ERROR RATE**

MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

## **DOCUMENT STORAGE**

MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.

## **DATA STORAGE**

MCCi is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. MCCi recognizes that for records retention and security compliance, Client may require MCCi to delete copies of its data prior to MCCi's process of deleting data; if so, Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

## **ENTERPRISE WIDE SCANNING SERVICES**

MCCi can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCi will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

## **MICROFILM & FICHE CONVERSION SERVICES.**

MCCi offers electronic conversion services for microfilm, microfiche, and aperture cards. Client will provide MCCi with data to be converted to electronic format. MCCi will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCi is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCi. Unless otherwise specified in the project scope, MCCi will index by the roll/card number or unique identifier.

## **LASERFICHE SEARCH ENGINE MEDIA**

If included in the Scope of Services, MCCi will integrate the documents with the Laserfiche Software to provide Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCi will provide Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

## **ONLINE DOCUMENT HOSTING**

MCCi will post the documents to the web for a minimal annual fee. MCCi provides Client with a direct link which can then be linked to Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended. This recurring web posting service will automatically renew and be billed unless Client has terminated the Agreement or provided sixty (60) days written notice prior to the scheduled renewal date of the recurring Services. No refunds are available in the event of cancelling prior to the expiration of a renewal term.

## **PROJECT TIMELINE**

MCCi will complete and deliver the project within the predetermined project timeline as agreed upon with Client. Should MCCi require additional time, Client will be notified immediately.

## **DOCUMENT TRANSPORTATION**

Client is required to package all materials per MCCi's instruction prior to delivery of materials to MCCi facilities. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

## **PRICING**

Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

## **UNANTICIPATED DOCUMENT TYPES & SIZES**

The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

## **LASERFICHE SYSTEM CLIENTS**

Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCi has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCi should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche System Clients are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

## **MCCi CERTIFIED PARTNERS**

MCCi maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

## **SERVICES PROVIDED**

The services provided in this order will be in full force and effect for a period of 90 days from the date of shipment of the completed product to the organization.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **(a) Mutual Indemnification.**

Each Party shall indemnify, defend and hold the other harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third Party claims, demands, suits, or proceedings ("**Claims**"):

- For bodily injury or personal property damage arising out of the indemnifying Party's performance within the scope of its responsibilities under this Agreement.
- A breach of such Party's obligations with respect to confidentiality
- A breach by such Party of laws.
- Caused by negligent acts, omissions or willful misconduct



**(b) MCCi Indemnification.**

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third Party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third Party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a Party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes it will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option and MCCi's sole liability shall subject to the limitation of liability provided in this Section.

**(c) Client Indemnification.**

If the Services require MCCi to access or use any third Party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third Party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third Party products.

**(d) Indemnification Procedure.**

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

**(e) Limitation of Liability.**

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise. Except for a Party's indemnification obligations, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last six (6) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 11. The limitations on warranty and liability specified in Sections 10 and 11 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

**USE OF BASECAMP**

Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.

# **MCCI MASTER SERVICES AGREEMENT**

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MCCI's Master Services Agreement is available upon request for review. Please contact your Account Manager or Account Executive for more information.

# Estimate

City of Grantville

Issued: February 23, 2022



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# RECOMMENDED SOLUTION OVERVIEW: LASERFICHE

MCCi is recommending the Laserfiche solution and MCCi Professional Services for your organization. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:

## USER-FRIENDLY

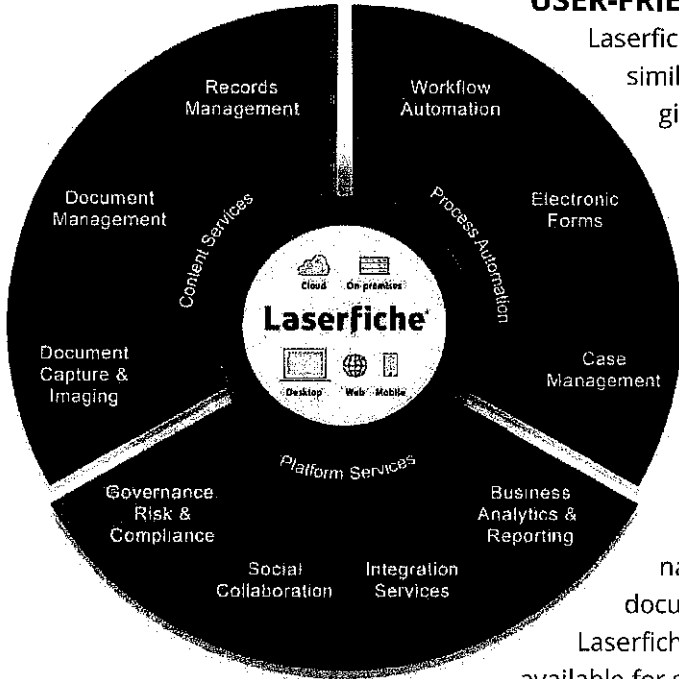
Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to your staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

## COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows you to control and administer the security of your documents. You determine which functions, such as scanning and printing, each staff member may use.

## INTELLIGENT SEARCH

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.



## INTEGRATION

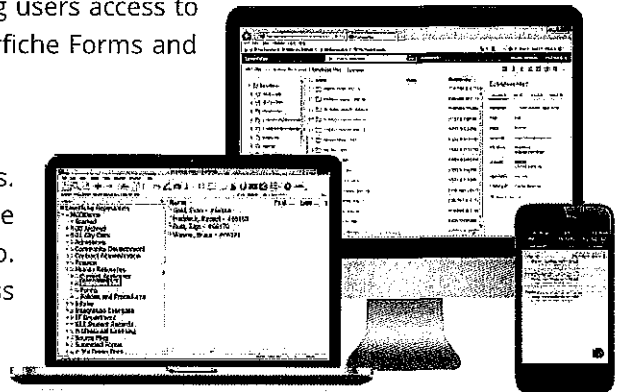
Laserfiche is the central repository for records in your organization and allows you to integrate other main line-of-business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to your records.

## E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

## MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give your outside citizens/customers access to records through the web to promote transparency and decrease records requests.



## LASERFICHE CLOUD

MCCI is recommending the Cloud platform for your organization. Laserfiche Cloud seamlessly combines traditional content services platform (CSP) functionality with powerful business process management, auditing tools, and security.

Unlike purchased perpetual licensing, Laserfiche Cloud lowers your initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform for automating day-to-day business processes.

The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support, and software updates.

# LASERFICHE CLOUD LICENSING GUIDE

To determine which platform/licenses are applicable, please refer to the *Pricing* section.

| LASERFICHE PLATFORM ARCHITECTURE                                      |  |   |  |
|---|--|---|--|
|   | Starter                                  | Professional  | Business                                 |
| App. Servers/Repositories   | 1  | 1   | 1  |
| FULL USE ACCESS LICENSES  |  |   |  |
|   | Starter                                  | Professional  | Business                                 |
| Full Named Users  | Minimum of 1                             | Minimum of 5  | Minimum of 25                            |
| 100 GB Storage Per User   | Included<br>Additional Storage Available | Included<br>Additional Storage Available                    | Included<br>Additional Storage Available |
| Audit Trail   | Included (Starter)                       | Included (Starter)<br>Advanced is Add-on Option             | Included (Advanced)                      |
| Direct Share  | Included                                 | Included  | Included                                 |
| Automated/Encrypted Backups   | Included                                 | Included  | Included                                 |
| Intrusion Detection   | Included                                 | Included  | Included                                 |
| Automated Feature and Security Updates                                | Included                                 | Included  | Included                                 |
| Import Agent w/Email Archiving  | Included                                 | Included  | Included                                 |
| Process Automation  | Not Available                            | Included  | Included                                 |
| Connector   | Not Available                            | Included  | Included                                 |
| Surveys   | Not Available                            | Included  | Included                                 |
| Records Management  | Not Available                            | Add-on Option   | Included                                 |
| LIMITED USE ACCESS LICENSES   |  |   |  |
|   | Starter                                  | Professional  | Business                                 |
| Participant Users   | Not Available                            | Add-on Option, Minimum of 10                                | Add-on Option, Minimum of 10             |
| Community Users   | Not Available                            | Add-on Option   | Add-on Option                            |
| Education Users   | Not Available                            | Add-on Option   | Add-on Option                            |
| MODULE BASED LICENSES   |  |   |  |
|   | Starter                                  | Professional  | Business                                 |
| Quick Fields Complete with Agent ††                                   | Add-on Option                            | 10 Installations Included                                   | 10 Installations Included                |
| Invoice Smart Capture   | Not Available                            | Add-on Option   | Add-on Option                            |
| Workflow Bots   | Not Available                            | 1 Included with Option to Add-on                            | 1 Included with Option to Add-on         |
| Vault   | Add-on Option                            | Add-on Option   | Add-on Option                            |
| ScanConnect   | Add-on Option                            | Add-on Option   | Add-on Option                            |
| SDK   | Not Available                            | Add-on Option   | Included                                 |
| Public Portal (WebLink) †   | Not Available                            | Options: 1,000 Views,<br>Blocks of 10,000 Views             | Unlimited Views                          |
| Forms Portal †  | Not Available                            | Options: 1,000 Submissions, Blocks<br>of 10,000 Submissions | Unlimited Submissions                    |
| INTEGRATIONS  |  |   |  |
|   | Starter                                  | Professional  | Business                                 |
| Microsoft 365 Integration with Simultaneous Editing                   | Included                                 | Included  | Included                                 |
| Integration with SharePoint   | Included                                 | Included  | Included                                 |
| Integration with Salesforce, Microsoft Dynamics 365, and Redtail CRMs | Not Available                            | Included  | Included                                 |
| Integration with DocuSign   | Add-on Option                            | Add-on Option   | Included                                 |
| Integration with Ellucian Ethos                                       | Not Available                            | Add-on Option   | Add-on Option                            |
| Integration with LaserApp   | Add-on Option                            | Add-on Option   | Add-on Option                            |
| Laserfiche for Ricoh MFD  | Add-on Option                            | Add-on Option   | Add-on Option                            |
| Certified Integration with SAP ArchiveLink                            | Add-on Option                            | Add-on Option   | Add-on Option                            |

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

\* A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

# LASERFICHE CLOUD DEFINITIONS

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To determine which licenses are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all features below.

## LASERFICHE CLOUD

Laserfiche Cloud is a Software as a Service (SaaS) solution, which provides a central digital repository accessible from anywhere. With Laserfiche cloud you can upload, view, and modify content within a streamlined fully responsive web interface. In addition to the central repository, below are some of the great features that come with Laserfiche Cloud. The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support, and software updates. The licensing option provides a Software as a Service (SaaS) solution hosted on Amazon Web Services. Laserfiche offers three different tiers: Starter, Professional and Business. All Laserfiche Cloud tiers include:

- **100 GB Per User**
- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables you to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into your repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though you had printed the document and then scanned it back into Laserfiche but allows you to skip the step of making a physical printed copy.
- **Direct Share:** Allows you to share content from the Laserfiche repository with external users through the Web Client or Mobile App. When you send documents through direct share, the recipient will receive a unique and anonymized URL that they can use to access the files for a limited time. You can add a password and specify the number of days until the URL expires. The sender will receive notifications when the content was viewed, and a repository administrator can see the status of who shared it, with whom, and if/when it was accessed.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows you to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Industry-Leading Data Encryption:** For data in transit over public networks, Laserfiche Cloud uses TLS encryption, and AES-256 encryption is utilized for data-at-rest, including backups. Documents are backed up 6xs a day with the most recent 3 backups available for a minimum of 14 days.
- **Multi-factor authentication:** Multi-factor authenticated can be enabled for a Laserfiche Cloud user account.
- **Single sign-on:** Laserfiche Cloud supports single sign-on with Active Director Federation Services (AD FS) and Security Assertion Markup Language (SAML).
- **Intrusion Detection:** Laserfiche Cloud utilized host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires an on-premises installation of SharePoint.



## LASERFICHE CLOUD BUSINESS

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting and inputting data, setting deadlines and more.
  - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
  - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
  - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
    - Attractive forms can easily be created with preconfigured templates or can be customized with editable fonts, colors, uploaded images, and layouts.
    - Drag-and-drop form elements include fields, check boxes, and radio buttons to collect the exact information needed in the precise format required.
    - Payment collection allows payment to be collected with Braintree and Authorize.Net payment gateways.
    - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
    - Read barcodes on documents as part of automated workflows to better streamline document capture
  - **Starting Events:** Define how and when processes start.
  - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic
  - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data
    - **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let you easily configure software bots to automate repetitive, routine work between multiple systems.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
  - **Note:** Only one security profile is included.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms.

- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

## LASERFICHE CLOUD BUSINESS ADD-ONS

- **Additional Storage**
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e. Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **Certified Integration with SAP ArchiveLink:** Allows you to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, you can then store those forms in Laserfiche, and extract information from your forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.
- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

# SERVICE PACKAGES

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## GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the *Pricing* section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All pricing assumes Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access can result in a change order increasing the cost to the client and the timeline of the project.

## IMPLEMENTATION SERVICES PACKAGE

MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.

## MCCi ACTIVITIES AND/OR DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
  - Outlining requirements
  - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

## **LASERFICHE FILING WORKFLOW CONFIGURATION**

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.

### **CLIENT DELIVERABLES**

- Provide MCCi with a mapped out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including, without limitation, any exceptions
- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

### **MCCi ACTIVITIES AND/OR DELIVERABLES**

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide MCCi Project Manager for consultation
- Set root-level security

### **EXCLUSIONS**

- Business routing logic
- Metadata restructuring
- Records Management settings
- Cleanup of existing documents
- Automated security configuration
- Anything not expressly included

### **ASSUMPTIONS**

- Workflow is already installed and configured

## **LASERFICHE TRAINING SERVICES**

Client is provided with instructor-led Laserfiche training, hands-on, or train-the-trainer.

### **SYSTEM ADMINISTRATION TRAINING**

- |                               |                              |             |
|-------------------------------|------------------------------|-------------|
| ▪ Windows Client Installation | ▪ Users and Groups           | ▪ Volumes   |
| ▪ System Settings             | ▪ Document Relationships     | ▪ Templates |
| ▪ Troubleshooting Procedures  | ▪ Technical Support Overview | ▪ Security  |
| ▪ Tags                        | ▪ Audit Trail (If purchased) |             |

### **FULL USER TRAINING**

- |                              |                                  |                        |
|------------------------------|----------------------------------|------------------------|
| ▪ Introduction to Laserfiche | ▪ Folders and the Folder Browser | ▪ Document Display     |
| ▪ OCR and Full Text Indexing | ▪ Searching & Annotations        | ▪ Security             |
| ▪ Exporting a Document       | ▪ Scanning and Importing         | ▪ Customize Laserfiche |
| ▪ Index Fields/Templates     |                                  |                        |

# ESTIMATE

Client Name: City of Grantville  
 Estimate Number: 22828  
 Estimate Type: Net New

Estimate Date: February 23, 2022

| <b>Product Description:</b>  | <b>Qty.</b> | <b>Unit Cost</b> | <b>NCPA 11-26</b> | <b>Annual Total</b> |
|--|-------------|------------------|-------------------|---------------------|
| <b>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</b>  |             |                  |                   |                     |
| <input checked="" type="checkbox"/> Laserfiche Cloud Municipality Site License Subscription (Population Less than 10,000)  | 1           | \$3,100.00       | \$3,007.00        | \$3,007.00          |
| <input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription   | 1           | Included         | Included          | Included            |
| <input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)   | 1           | Included         | Included          | Included            |
| <input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription  | 1           | Included         | Included          | Included            |
| <input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal   | 1           | Included         | Included          | Included            |
| <input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)   | 1           | Included         | Included          | Included            |
| <input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription  | 1           | Included         | Included          | Included            |
| <b>Laserfiche Annual Recurring Subscription Subtotal</b>   |             |                  |                   | <b>\$3,007.00</b>   |
| <b>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</b>   |             |                  |                   |                     |
| <input checked="" type="checkbox"/> Managed Support Services for Laserfiche<br><i>Client needs are estimated based on the current components provided herein: up to 10 hours that will expire at the end of your renewal term.</i> | 1           | \$1,386.00       | \$1,386.00        | \$1,386.00          |
| <input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000   | 1           | \$450.00         | \$450.00          | \$450.00            |
| <input checked="" type="checkbox"/> MCCI SLA for Laserfiche Site License, Population Less than 10,000  | 1           | \$600.00         | \$540.00          | \$540.00            |
| <b>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</b>   |             |                  |                   | <b>\$2,376.00</b>   |
| <b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b>   |             |                  |                   | <b>\$5,383.00</b>   |

| <b>Service Description:</b>   | <b>Qty.</b> | <b>Unit Cost</b> | <b>NCPA 11-26</b> | <b>Total</b>      |
|---|-------------|------------------|-------------------|-------------------|
| <b>MCCI SERVICE PACKAGES</b>  |             |                  |                   |                   |
| <input checked="" type="checkbox"/> Implementation Services Package<br><i>Cost is based on the current components provided herein. MCCI's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i> | 1           | \$1,575.00       | \$1,496.25        | \$1,496.25        |
| <input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration<br><i>Up to 15 Document Types.</i>   | 1           | \$4,500.00       | \$4,275.00        | \$4,275.00        |
| <input checked="" type="checkbox"/> Laserfiche Training Services, Remote Per Day<br><i>Workflow training and installation excluded.</i>   | 1           | \$1,800.00       | \$1,710.00        | \$1,710.00        |
| <b>Service Packages Subtotal</b>  |             |                  |                   | <b>\$7,481.25</b> |

|  |                    |
|--|--------------------|
| <b>GRAND TOTAL - ONE-TIME SERVICES</b> | <b>\$7,481.25</b>  |
| <b>TOTAL LASERFICHE PROJECT COST</b>   | <b>\$12,864.25</b> |

*NOTE: The information presented in this document is based on the results of MCCi and Client's collaborative preliminary discovery thus far and merely serves as an estimate to be used for planning purposes. As planning and discovery continue, the project scope and costs may change to meet the specific needs of the Client. MCCi will present a formal detailed pricing proposal and project scope for approval prior to the start of any project. This is not a formal quote. Additional services will likely need to be included based on required discovery session.*



**Grantville**

| Services  | # Trained | Prelim<br>FY23 \$ | Final<br>FY22 \$ | Increase<br>(Decrease) |
|---|-----------|-------------------|------------------|------------------------|
| Analytical Services                             |           | \$ 19,589         | \$ 19,059        | \$ 530                 |
| Engineering & Energy Services                   |           | 4,585             | 3,662            | 923                    |
| Education, Training & Development (ET&D)        | 2         | 6,546             | 6,549            | (3)                    |
| Joint Purchasing                                |           |                   | -                | -                      |
| Aggregated Services                             |           |                   |                  |                        |
| <i>Meter Testing</i>                            |           | 1,305             | 1,710            | (405)                  |
| <i>Tree Trimming</i>                            |           | 1,305             | 1,710            | (405)                  |
| <i>Pole Inspection &amp; Treatment</i>          |           | -                 | -                | -                      |
| <i>Padmount Inspection</i>                      |           | -                 | -                | -                      |
| Hosted Solutions                                |           |                   |                  |                        |
| <i>Work Order Management (CIS)</i>              |           | -                 | -                | -                      |
| <i>Inventory/Materials Management</i>           |           | -                 | -                | -                      |
| <i>Fixed Asset Work Order Management (CMMS)</i> |           | -                 | -                | -                      |
| <i>Outage Tracking (OTS)</i>                    |           | -                 | -                | -                      |
| Pole Attachment Services (PAS)                  |           | 4,250             | 1,655            | 2,595                  |
| Legislative & Regulatory                        |           | 1,169             | 1,131            | 38                     |
| Economic & Community Development                |           | 8,684             | 8,596            | 88                     |

| Reserve Options                        |  |   |   |   |
|--|--|---|---|---|
| Education, Training & Development Fund |  | - | - | - |

|                         |  |                  |                  |                 |
|-------------------------|--|------------------|------------------|-----------------|
| <b>Total ECG Budget</b> |  | <b>\$ 47,433</b> | <b>\$ 44,072</b> | <b>\$ 3,361</b> |
|-------------------------|--|------------------|------------------|-----------------|

| Special Costs*      |  |          |      |          |
|---------------------|--|----------|------|----------|
| ET&D Premium Option |  | \$ 1,637 | \$ - | \$ 1,637 |

\* This option requires execution of an additional confirmation form by the Authorized Official.

**Acknowledgement of Review of Budgeted Services:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

## Coronavirus Local Fiscal Recovery Fund Guidance:

### Premium Pay

American Rescue Plan Act (ARPA) Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work

These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities.<sup>1</sup>

Workers who are covered by premium pay include:<sup>2</sup>

- Staff at nursing homes, hospitals, and home care settings;
- Workers at farms, food production facilities, grocery stores, and restaurants;
- Janitors and sanitation workers;
- Truck drivers, transit staff, and warehouse workers;
- Public health and safety staff;
- Childcare workers, educators, and other school staff; and
- Social service and human services staff.

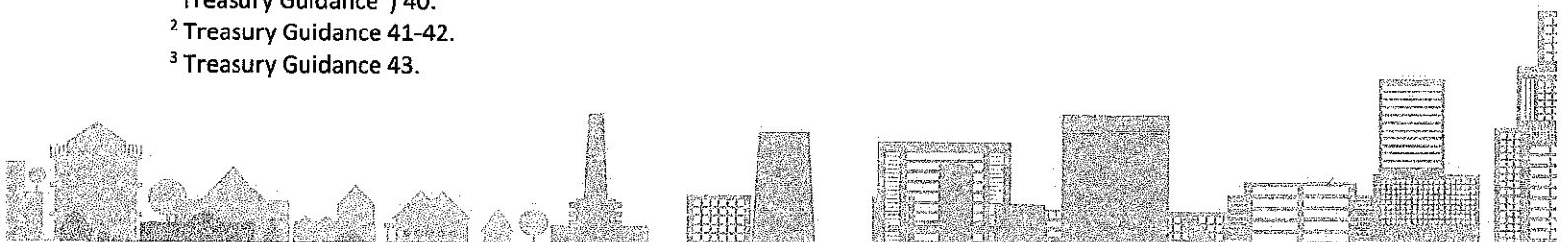
The Interim Final Rule defines essential work as work involving regular in-person interactions or regular physical handling of items that were also handled by others. A worker would not be engaged in essential work and, accordingly may not receive premium pay, for telework performed from a residence.<sup>3</sup>

The definition of eligible worker is “those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or

<sup>1</sup> Interim Final Rule: Coronavirus State and Local Fiscal Recovery Funds, U.S. Department of Treasury (hereinafter “Treasury Guidance”) 40.

<sup>2</sup> Treasury Guidance 41-42.

<sup>3</sup> Treasury Guidance 43.





## #NLCDelivers

each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.”<sup>4</sup>

Governor of each state has discretion to add additional sectors to this list, so long as additional sectors are deemed critical to protect the health and well-being of residents.<sup>5</sup>

Premium pay means an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker.<sup>6</sup>

The Interim Final Rule provides that any premium pay or grants provided should prioritize compensation of those lower income eligible workers that perform essential work.<sup>7</sup>

Premium pay must be entirely additive to a worker’s regular rate of wages and other remuneration and may not be used to reduce or substitute for a worker’s normal earnings. The definition of premium pay also clarifies that premium pay may be provided retrospectively for work performed at any time since the start of the COVID-19 public health emergency, where those workers have yet to be compensated adequately for work previously performed.<sup>8</sup>

**The Treasury Department encourages local governments to prioritize providing retrospective premium pay where possible, recognizing that many essential workers have not yet received additional compensation for work conducted over the course of many months.**<sup>9</sup>

Essential workers who have already earned premium pay for essential work performed during the COVID-19 public health emergency remain eligible for additional payments, and an essential worker may receive both retrospective premium pay for prior work as well as prospective premium pay for current or ongoing work.<sup>10</sup>

Finally, a grant provided to an employer may also be for essential work performed by eligible workers pursuant to a contract. For example, if a municipality contracts with a third party to perform sanitation work, the third-party contractor could be eligible to receive a grant to provide premium pay for these eligible workers.<sup>11</sup>

If you have general questions about the Coronavirus State and Local Fiscal Recovery Funds, please email the U.S. Department of Treasury at [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov) or call 844-529-9527.

The information contained here is not legal advice. It will be subject to change based on updates from the U.S. Department of the Treasury, and any recipients should confirm applicability to their specific situation.

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<sup>4</sup> *Ibid.*

<sup>5</sup> *Ibid.*

<sup>6</sup> *Ibid.*

<sup>7</sup> *Ibid.*

<sup>8</sup> Treasury Guidance 45.

<sup>9</sup> *Ibid.*

<sup>10</sup> *Ibid.*

<sup>11</sup> Treasury Guidance 46.

**THE CITY OF GRANTVILLE, GEORGIA**

**RESOLUTION NO. 2021-14  
BEFORE THE CITY COUNCIL**

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA  
APPROVING PREMIUM PAY FOR CITY EMPLOYEES**

**WHEREAS**, the City of Grantville experienced an event of critical significance as a result of the novel coronavirus known as COVID-19; and

**WHEREAS**, as a result of COVID-19, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021; and

**WHEREAS**, the ARPA allows for funds received to be used to provide premium pay for essential workers; and

**WHEREAS**, all employees of the City of Grantville are defined as essential workers by the Center for Disease Control (CDC); and

**WHEREAS**, the City Council desires to provide premium pay to city employees for their selfless sacrifices to the citizens and residents of Grantville.

**NOW THEREFORE, BE IT RESOLVED BY THE GRANTVILLE CITY COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA, THAT:**

**SECTION ONE.** The Grantville City Council approves retroactive premium pay for all full-time and part-time city employees at a rate of \$2.00 per hour for every regular hour worked from March 23, 2020 through November 1, 2021 and who are still employed with the City of Grantville as of December 13, 2021. However, the total premium pay shall not exceed \$3,000 per employee. A List of Prospective Recipients is attached as Exhibit A.

**SECTION TWO.** The City Clerk or Assistant City Clerk are authorized to make said payments to employees from the first allocation of ARPA funds.

It is So Resolved this 20<sup>th</sup> day of December, 2021 by the City of Grantville.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

*Robert J. Higgins*

| Pay Dates 3/23/20-11/01/2021 |                |            |                  |              |             |                 |               |
|------------------------------|----------------|------------|------------------|--------------|-------------|-----------------|---------------|
| Emp. #                       | Last Name      | First Name | Department       | Hours Worked | Premium Pay | Total Calculate | Actual Payout |
| 472                          | Baker          | Jennifer   | Code Enforcement | 1,910.32     | \$2.00      | \$3,820.64      | \$3,000.00    |
| 455                          | Batchlor       | Rhonda     | Utility Billing  | 3,490.17     | \$2.00      | \$6,980.34      | \$3,000.00    |
| 426                          | Bellamy        | Jessie     | Senior Center    | 3,388.25     | \$2.00      | \$6,776.50      | \$3,000.00    |
| 427                          | Boyd           | Alexander  | Public Works     | 3,834.61     | \$2.00      | \$7,669.22      | \$3,000.00    |
| 427                          | Boyd           | Louise     | Senior Center    | 1,739.50     | \$2.00      | \$3,479.00      | \$3,000.00    |
| 480                          | Bramblett      | Donald     | Public Safety    | 166.00       | \$2.00      | \$332.00        | \$332.00      |
| 313                          | Byrom          | Joann      | Senior Center    | 3,472.25     | \$2.00      | \$6,944.50      | \$3,000.00    |
| 457                          | Castillo-Ramos | Imelda     | Public Works     | 3,435.85     | \$2.00      | \$6,871.70      | \$3,000.00    |
| 469                          | Enfinger       | Kevin      | Public Safety    | 2,942.50     | \$2.00      | \$5,885.00      | \$3,000.00    |
| 354                          | Faulkner       | William    | Public Safety    | 4,959.00     | \$2.00      | \$7,639.78      | \$3,000.00    |
| 479                          | Freeman        | Larry      | Public Works     | 322.18       | \$2.00      | \$644.36        | \$644.36      |
| 417                          | Grieshaber     | Alfred     | Finance          | 3,648.00     | \$2.00      | \$7,296.00      | \$3,000.00    |
| 396                          | Guy            | Matthew    | Public Safety    | 3,663.00     | \$2.00      | \$7,326.00      | \$3,000.00    |
| 369                          | Henry          | Joann      | Public Works     | 4,043.15     | \$2.00      | \$7,639.78      | \$3,000.00    |
| 461                          | Higgins        | Roberta    | Finance          | 4,073.07     | \$2.00      | \$7,639.78      | \$3,000.00    |
| 452                          | Hoegger        | Billi Jo   | Senior Center    | 3,340.00     | \$2.00      | \$6,680.00      | \$3,000.00    |
| 311                          | Littleton      | Diane      | Municipal Court  | 3,819.89     | \$2.00      | \$7,639.78      | \$3,000.00    |
| 370                          | Masuoka        | Tadashi    | Public Safety    | 3,999.13     | \$2.00      | \$7,639.78      | \$3,000.00    |
| 475                          | Mayfield       | Matthew    | Public Safety    | 1,041.50     | \$2.00      | \$2,083.00      | \$2,083.00    |
| 471                          | Medders        | Tabatha    | Finance/Admin    | 2,114.37     | \$2.00      | \$4,228.74      | \$3,000.00    |
| 470                          | Motley         | Charles    | Public Works     | 2,479.59     | \$2.00      | \$4,959.18      | \$3,000.00    |
| 415                          | Moultre        | Teresa     | Public Safety    | 3,643.00     | \$2.00      | \$7,286.00      | \$3,000.00    |
| 367                          | Nixon          | Timothy    | Public Safety    | 99.00        | \$2.00      | \$198.00        | \$198.00      |
| 477                          | Nunez          | Miquel     | Public Works     | 3,437.50     | \$2.00      | \$6,875.00      | \$3,000.00    |
| 473                          | Pittman        | Lucas      | Public Works     | 1,500.95     | \$2.00      | \$3,001.90      | \$3,000.00    |
| 467                          | Pittman        | Phillip    | Public Works     | 3,063.24     | \$2.00      | \$7,639.78      | \$3,000.00    |
| 372                          | Pryor          | Jenny      | Public Safety    | 3,520.64     | \$2.00      | \$7,041.28      | \$3,000.00    |
| 478                          | Robinson       | Latrella   | Municipal Court  | 521.23       | \$2.00      | \$1,042.46      | \$1,042.46    |
| 405                          | Rooks          | BettyAnn   | Finance          | 4,229.60     | \$2.00      | \$7,639.78      | \$3,000.00    |
| 416                          | Schriefer      | Clifford   | Public Safety    | 3,877.38     | \$2.00      | \$7,754.76      | \$3,000.00    |
| 456                          | Smallwood      | Michael    | Public Safety    | 3,750.50     | \$2.00      | \$7,501.00      | \$3,000.00    |

Exhibit A 1 of 2

|     |          |         |               |          |        |            |            |
|-----|----------|---------|---------------|----------|--------|------------|------------|
| 75  | Stepp    | Melvin  | Public Works  | 3,740.96 | \$2.00 | \$7,481.92 | \$3,000.00 |
| 407 | Whitlock | Steve   | Public Safety | 3,644.02 | \$2.00 | \$7,288.04 | \$3,000.00 |
| 449 | Worthy   | Michael | Public Safety | 3,825.70 | \$2.00 | \$7,651.40 | \$3,000.00 |
| 464 | Zackery  | Lewis   | Public Safety | 3,767.50 | \$2.00 | \$7,535.00 | \$3,000.00 |

\$94,299.82 S/T

\$5,846.59 FICA @ 6.2%

\$1,367.35 Medicare @ 1.45%

**\$101,513.76 GRAND TOTAL**

*35 employees*

APR 01, 2022 11:48 AM

IN THE SUPERIOR COURT OF COWETA COUNTY  
STATE OF GEORGIA

*Niki Sewell*

Niki Sewell, Clerk  
Coweta Superior Court

DOUGLAS JEWELL,  
in his official capacity as Mayor of the  
City of Grantville, Georgia,  
Plaintiff,

CIVIL ACTION FILE  
NO. 2020-CV-0275

v.

JAMES O. SELLS, Councilmember for  
The City of Grantville, in his individual and  
official capacities; ALAN WACASTER,  
Councilmember for the City of Grantville,  
in his individual and official capacities; and  
MARK KING, Councilmember for the  
City of Grantville, in his individual and  
official capacities,  
Defendants.

**ORDER ON THE PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

Presented before this Court are the parties competing motions for summary judgment. On March 2, 2020, the Plaintiff filed his complaint against the Defendants, seeking injunctive and declaratory relief from two city ordinances that were passed by the Defendants. In their answer, the Defendants sought declaratory relief as well. Afterwards, the Plaintiff moved for summary judgment on September 27, 2021. The Defendants themselves moved for summary judgment on October 27, 2021. The Plaintiff then filed a brief in support on November 30, 2021. Both parties participated in a hearing before this Court on March 21, 2022. For the following reasons, the Plaintiff's Motion for Summary Judgment is **GRANTED**.

### Relevant Facts

The City of Grantville has been a city by act since 1959. In 1988, its charter was updated and accepted by the General Assembly (hereinafter "1988 Charter"). The 1988 Charter enumerated the executive powers of the mayor.

The mayor shall preside at meetings of the council, shall have a vote only in the cause of a tie, shall be the ceremonial head of the city, shall sign ordinances and resolutions for their final passage, shall sign deeds, bonds, and contracts when authorized by the council to do so, shall be the officer to accept process against the city, and shall perform all other duties imposed by this Act and ordinances not inconsistent with this Act.

....

The Mayor shall be the executive head of the city government responsible for the efficient and orderly administration of the city's affairs. He shall be responsible for the enforcement of laws, rules and regulations, ordinances, and for franchises in the city and the city attorney shall take such legal actions as the Mayor may direct for such purposes. He shall have the authority to control the work of all offices and employees of the city and shall further have the authority to relieve any employee of his duties without pay for up to seven (7) days for failure to properly perform those duties or for failure to follow lawful instructions. The Mayor shall submit to the Council annual budgets, reports and such other information as he may deem necessary or the Council may require. He shall have authority to make allotments of funds within the limits of appropriations and no expenditures shall be made without his approval. If no other employee or official is designated as purchasing agent, he shall act as purchasing agent for the city. He may conduct inquiries and investigations into conduct of the city's affairs and shall have such other powers and duties as may be provided by Ordinance not inconsistent with this act.

....

All employees serve at will and may be removed from office at any time by the Mayor and city council unless otherwise provided by ordinance.

GRANTVILLE, GA., CODE §§ 2.05, 3.03, and 3.08.

The 1988 Charter also provided for a city manager position that could be created if the mayor and city council so chose; it also enumerated his powers.

The mayor and council shall have the power at their discretion to appoint a city manager who shall serve at the city council's pleasure. Said city manager shall be the principal managerial aide to the mayor and shall perform such duties, as may be assigned to him by the mayor and council.

Should the post of city manager be filled, the city manager shall be appointed by the mayor and council who shall be the chief managerial aide to the mayor. He shall have the authority to appoint, promote, demote, transfer, suspend and remove all employees and to direct and control their work except as otherwise provided in this Act. With the approval of the mayor and council, he shall be responsible for preparing for the mayor and council annual budget reports and such other information as the mayor and council may deem necessary and require. He shall be the purchasing agent for the city.

GRANTVILLE, GA., CODE §§ 2.03 and 3.04.

On February 17, 2020, the City Council of Grantville enacted Ordinances 2019-14 and 2019-16 to amend Sections 3.03 and 3.08 of the 1988 Charter (hereinafter "2020 Amendment"). The added language in the amendment qualified the mayor's enumerated powers on whether a city manager position was filled.

*Should the post of City Manager not be filled, [the mayor] shall have the authority to control the work of all offices and employees of the city and shall further have the authority to relieve any employee of his duties without pay for up to seven (7) days for failure to properly perform those duties or for failure to follow lawful instructions.*

All employees serve at will and may be removed from office at any time *by the City Manager, if the post is filled, or otherwise by the Mayor and city council unless otherwise provided by ordinance.*

GRANTVILLE, GA., Ordinance 2019-14 (Jan. 23, 2020) (emphasis added); GRANTVILLE, GA., Ordinance 2019-16 (Jan. 23, 2020) (emphasis added).

### Analysis

Both parties agree that the issue before this Court is whether the 2020 Amendment constitutes a fundamental change in government that is precluded by O.C.G.A. § 36-35-6. The Plaintiff argues that the 2020 Amendment divests the mayor of certain executive powers, thereby fundamentally changing the City of Grantville's form of government from a strong mayor form of government to a strong council-city manager form of government. The Defendants argue that this was a simple clarification of the city managers already vested powers and, if the 2020 Amendment did in fact divest the mayor of powers, it was purely administrative and proper as it is in the county government context.

Municipal corporations have the legislative power to adopt reasonable ordinances for themselves. O.C.G.A. § 36-35-3. However, they cannot pass acts that "affect the composition and form of the municipal governing authority." O.C.G.A. § 36-35-6. Instead, only the General Assembly has such power.

Under the plain text of the 1988 Charter for the City of Grantville, the mayor's "authority to control the work of all offices and employees" was unqualified. GRANTVILLE, GA., CODE § 3.03. The mayor's power to hire and fire was similarly not limited by the existence of a city manager. GRANTVILLE, GA., CODE § 3.08. In the immediately subsequent section, the city manager had the power to "appoint, promote, demote, transfer, suspend, and remove all employees and to direct and control their work *except as otherwise provided in this Act.*" GRANTVILLE, GA., CODE § 3.04 (emphasis added). Therefore, under the 1988 Charter, the mayor's powers were superior to the city manager's. This mayor-superior manager-inferior hierarchy matches other language of the 1988



Charter that describes the city manager as an "aide" to the mayor. *See, e.g., GRANTVILLE, GA., CODE § 2.03.*

With the 2020 Amendment, however, the hierarchy was inverted. Only in the absence of a city manager would the mayor have the oversight and suspension powers under § 3.03. Further, although Section 3.04 of the 1988 Charter already gave both the city manager and mayor hiring and firing power, § 3.08 was similarly changed to condition the mayor's hiring and firing power on the absence of a city manager. As such, if a city manager was appointed, the mayor is divested of all of these powers. The 2020 Amendment did not simply clarify the existing chain of command. It fundamentally changed the City of Grantville's governance structure since the mayor would in effect be subservient to the city manager. Although the city manager position already existed, the 2020 Amendment effectively replaces him as chief executive over the mayor.

The Court disagrees with the Defendants' argument that, if in fact a change, the 2020 Amendment was a permissible one. The Defendants argue that the 2020 Amendment was permissible since, in the county government context, county boards can divest board chairmen and vest county managers with administrative functions like hiring and firing through county ordinances. *See Krieger v. Walton Cty. Bd. of Comm'rs*, 271 Ga. 791 (1999). They argue without citation that a municipal government's home rule authority should be treated the same as a county's.

County governments are expressly given the ability to "create . . . the office of county manager and may invest in such office powers, duties, and responsibilities of an administrative nature." O.C.G.A. § 36-5-22. "[T]he General Assembly has the power to enact a law authorizing a county governing authority to create the office of county manager," and has in fact done so. *Gray v. Dixon*, 249 Ga. 159, 163 (1982). By doing so, the General Assembly "has simply agreed to share

with certain county governments, a limited portion of its power to change the form of county government.” *Id.* County governments have further been given the ability by home rule authority to divest chairpersons of the administrative powers to hire, fire, and supervise personnel. *Krieger*, 271 Ga. at 793.

However, there is no such agreement with the General Assembly in the municipal corporation context. The Defendants do not provide any authority demonstrating the General Assembly’s approval of a municipality having the power to change its own form of government. In fact, cases support the opposite. *Jackson v. Inman*, 232 Ga. 566 (1974) (“The General Assembly has reserved the legislative power to enact new charters for existing cities when such charters include drastic changes in the composition and form of city government . . .”).

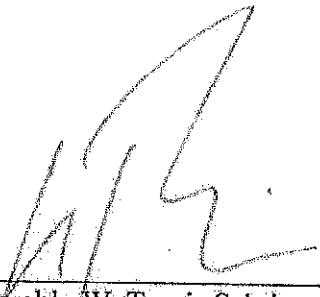
Furthermore, the 2020 Amendment’s change was significant. It did not simply give the city manager additional administrative responsibilities. It changed the structure and composition of the government itself. Under the 1988 Charter, the mayor was expressly vested with the power to “control the work of all offices and employees” as the “executive head of the city.” GRANTVILLE, GA., CODE § 3.03. But now, if the position is filled, all employees work at the *city manager’s* will. The mayor is no longer the chief executive; the city manager is.<sup>1</sup> Because of this fundamental change in the structure of government, the Defendants’ ordinances were improper. As such, the Defendants needed the approval of the General Assembly to enact the 2020 Amendment.

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<sup>1</sup> This is improper even under the county home rule analysis. See, e.g. *Krieger v. Walton Cty. Bd. of Comm’rs*, 269 Ga. 678 (1998) (holding that counties cannot eliminate a chairman from the position of chief executive officer under county home rule).

Therefore, after having read and considered the Plaintiff's "Motion for Summary Judgment," the Defendants' "Cross-Motion for Summary Judgment," all argument and evidence on the record, and the applicable law, the Court GRANTS the Plaintiff's Motion and DENIES the Defendant's Motion.

SO ORDERED, this 1<sup>st</sup> day of April, 2022.



---

The Honorable W. Travis Sakrison  
Superior Court Judge  
Coweta Judicial Circuit

# Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316  
Phone: 404.963.0045 | Fax: 404.963.0072

## ACCOUNT STATEMENT

|                                      |                         |                   |
|--------------------------------------|-------------------------|-------------------|
|                                      | <b>Previous Balance</b> | \$0.00            |
| <b>Prepared for:</b>                 | <b>Current Charges</b>  | <b>\$2,950.00</b> |
| <b>Douglas Jewell</b>                | <b>New Balance</b>      | <b>\$2,950.00</b> |
|                                      | <b>Adjustments</b>      | <b>\$0.00</b>     |
| <b>RE:</b>                           | <b>Payments</b>         | <b>\$0.00</b>     |
| <b>Grantville Form of Government</b> | <b>Now Due</b>          | <b>\$2,950.00</b> |
| <b>Challenge</b>                     | <b>Trust Account</b>    | <b>\$0.00</b>     |

# Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | Fax: 404.963.0072

## INVOICE

|                       |                       |                   |
|-----------------------|-----------------------|-------------------|
| <b>Douglas Jewell</b> | <b>Invoice Date</b>   | February 18, 2020 |
|                       | <b>Invoice Number</b> | 10899             |
|                       | <b>Invoice Amount</b> | <b>\$2,950.00</b> |

**Matter: Grantville Form of Government Challenge**

### Attorney's Fees

|                  |  |      |              |                   |
|------------------|--|------|--------------|-------------------|
| <b>1/15/2020</b> | Review proposed ordinances related to changes to charter for infirmities; meet with client to discuss options; travel to and from Newnan   | C.B. | 5.30         | \$1,325.00        |
| <b>2/17/2020</b> | Review Council agenda related to charter changes; create exhibits to be used for discussion with Council; legal research; appear for City Council meeting; confer with client; travel to and from Grantville | C.B. | 6.50         | \$1,625.00        |
| <b>SUBTOTAL</b>  |  |      | <b>11.80</b> | <b>\$2,950.00</b> |

### Costs

|                 |               |
|-----------------|---------------|
| <b>SUBTOTAL</b> | <b>\$0.00</b> |
|-----------------|---------------|

### Matter Ledgers

|                  |               |                   |
|------------------|---------------|-------------------|
| <b>2/18/2020</b> | Invoice 10899 | \$2,950.00        |
| <b>SUBTOTAL</b>  |               | <b>\$2,950.00</b> |

**Thankyou. We appreciate your business.**

*Please see following page for invoice summary and payment details.*

# Balch Law Group

*Attorneys at Law*

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | Fax: 404.963.0072

## INVOICE SUMMARY

|                                      |                   |
|--------------------------------------|-------------------|
| <b>TOTAL</b>                         | <b>\$2,950.00</b> |
| <b>PREVIOUS BALANCE DUE</b>          | <b>\$0.00</b>     |
| <b>CURRENT BALANCE DUE AND OWING</b> | <b>\$2,950.00</b> |

**Thankyou.** Please detach and return bottom portion along with your remittance

**Invoice Date:** February 18, 2020

Douglas Jewell

**Invoice Number:** 10899

**Invoice Amount:** \$2,950.00

**Amount Enclosed:** \_\_\_\_\_

Balch Law Group

830 Glenwood Ave  
Suite 510-220  
Atlanta GA 30316

**PLEASE NOTE**— Payment is due on receipt. Cheques or money orders – made payable to: Balch Law Group

**POST NO CASH PLEASE** – call us for further details or assistance

# Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316  
Phone: 404.963.0045 | Fax: 404.963.0072

## ACCOUNT STATEMENT

**Prepared for:**  
**Douglas Jewell**

|                         |                     |
|-------------------------|---------------------|
| <b>Previous Balance</b> | <b>(\$1,000.00)</b> |
| <b>Current Charges</b>  | <b>\$2,361.65</b>   |
| <b>New Balance</b>      | <b>\$1,361.65</b>   |

|                    |               |
|--------------------|---------------|
| <b>Adjustments</b> | <b>\$0.00</b> |
|--------------------|---------------|

**RE:**  
**Grantville Form of Government**  
**Challenge**

|                      |                     |
|----------------------|---------------------|
| <b>Payments</b>      | <b>(\$3,950.00)</b> |
| <b>Now Due</b>       | <b>\$1,361.65</b>   |
| <b>Trust Account</b> | <b>\$4,000.00</b>   |



# Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | Fax: 404.963.0072

## INVOICE

**Douglas Jewell**

**Invoice Date**

March 08, 2022

**Invoice Number**

10973

**Invoice  
Amount**

**\$2,361.65**

**Matter: Grantville Form of Government Challenge**

### Attorney's Fees

| Date            | Description  | Category | Hours       | Amount            |
|-----------------|--|----------|-------------|-------------------|
| 2/18/2020       | Draft Open records Act request to City of Grantville; work on complaint; draft verification; communicate with client re draft complaint  | C.B.     | 4.20        | \$1,050.00        |
| 2/24/2020       | Follow up with City Clerk regarding open records act documents; emails from and to city clerk regarding qualifying documents requested for members of Counsel  | C.B.     | 0.20        | \$50.00           |
| 2/28/2020       | Receipt and review of documents from City Clerk but not certified; receipt and review of documents from City Clerk on qualifying for council members to confirm addresses                                    | C.B.     | 0.50        | \$125.00          |
| 3/2/2020        | Finalize and file complaint  | C.B.     | 2.10        | \$525.00          |
| 9/22/2020       | Review, identification and organization of Defendants' responses and documents to Plaintiff's discovery (1.5); Preparation of summary of Defendants' documents produced for attorney's review and use. (1.0) | M.L.Q.   | 2.50        | \$375.00          |
| <b>SUBTOTAL</b> |  |          | <b>9.50</b> | <b>\$2,125.00</b> |

### Costs

|                 |                           |  |  |                 |
|-----------------|---------------------------|--|--|-----------------|
| 3/2/2020        | Filing Fees for Complaint |  |  | \$236.65        |
| <b>SUBTOTAL</b> |                           |  |  | <b>\$236.65</b> |

### Matter Ledgers

|           |                             |  |  |        |
|-----------|-----------------------------|--|--|--------|
| 2/18/2020 | Balance before last invoice |  |  | \$0.00 |
|-----------|-----------------------------|--|--|--------|

|                  |  |                   |
|------------------|--|-------------------|
| <b>2/18/2020</b> | Invoice 10899  | \$2,950.00        |
| <b>4/17/2020</b> | Paid in Full   | (\$2,950.00)      |
| <b>5/20/2021</b> | Funds transferred from Trust - Partial payment of invoice<br>for time billed | (\$1,000.00)      |
| <b>3/8/2022</b>  | Invoice 10973  | \$2,361.65        |
| <b>SUBTOTAL</b>  |  | <b>\$1,361.65</b> |

**Thankyou. We appreciate your business.**

*Please see following page for invoice summary and payment details.*

# Balch Law Group

*Attorneys at Law*

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | Fax: 404.963.0072

## INVOICE SUMMARY

|                                      |                   |
|--------------------------------------|-------------------|
| <b>TOTAL</b>                         | \$2,361.65        |
| <b>PREVIOUS BALANCE (CREDIT)</b>     | (\$1,000.00)      |
| <b>CURRENT BALANCE DUE AND OWING</b> | <b>\$1,361.65</b> |

**Thankyou.** Please detach and return bottom portion along with your remittance

**Invoice Date:** March 08, 2022

**Invoice Number:** 10973

**Invoice Amount:** \$2,361.65

**Amount Enclosed:** \_\_\_\_\_

Douglas Jewell

Balch Law Group

830 Glenwood Ave  
Suite 510-220  
Atlanta GA 30316

**PLEASE NOTE**– Payment is due on receipt. Cheques or money orders – made payable to: Balch Law Group

**POST NO CASH PLEASE** – call us for further details or assistance

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830 Glenwood Ave Suite 510-220 Atlanta, GA 30316  
Phone: 404.963.0045 | Fax: 404.963.0072

## ACCOUNT STATEMENT

|                                      |                         |                     |
|--------------------------------------|-------------------------|---------------------|
|                                      | <b>Previous Balance</b> | \$0.00              |
| <b>Prepared for:</b>                 | <b>Current Charges</b>  | <b>\$9,425.00</b>   |
| <b>Douglas Jewell</b>                | <b>New Balance</b>      | <b>\$9,425.00</b>   |
|                                      | <b>Adjustments</b>      | <b>\$0.00</b>       |
| <b>RE:</b>                           | <b>Payments</b>         | <b>(\$1,361.65)</b> |
| <b>Grantville Form of Government</b> | <b>Now Due</b>          | <b>\$9,425.00</b>   |
| <b>Challenge</b>                     | <b>Trust Account</b>    | <b>\$2,638.35</b>   |

# Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

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## INVOICE

Douglas Jewell

Invoice Date

May 02, 2022

Invoice Number

10985

Invoice  
Amount

\$9,425.00

Matter: Grantville Form of Government Challenge

### Attorney's Fees

| Date       | Description   | Category | Hours | Amount     |
|------------|---|----------|-------|------------|
| 8/18/2021  | Work on briefing for and draft documents and exhibits for Motion for Summary Judgment   | C.B.     | 3.30  | \$825.00   |
| 8/20/2021  | Continue work on MSJ  | C.B.     | 2.10  | \$525.00   |
| 9/7/2021   | Begin work on Motion for Summary Judgment on violation of Home Rule statute   | C.B.     | 3.60  | \$900.00   |
| 9/23/2021  | Complete work on Motion, brief and supporting documents as exhibits in support of motion for summary judgment                       | C.B.     | 5.70  | \$1,425.00 |
| 10/15/2021 | File motion and accompanying documents  | C.B.     | 1.10  | No Charge  |
| 11/17/2021 | Receipt and review of Defendants' cross motion for summary judgment and brief in support  | C.B.     | 1.60  | \$400.00   |
| 11/24/2021 | Work on reply brief in support of motion for summary judgment   | C.B.     | 1.90  | \$475.00   |
| 11/30/2021 | Finalize and file reply brief on Motion for summary judgment  | C.B.     | 1.90  | \$475.00   |
| 1/4/2022   | Telephone call with Court available hearing dates for MSJ; draft Rule Nisi with date for hearing; email draft Rule Nisi for hearing | C.B.     | 0.70  | \$175.00   |
| 3/17/2022  | Work on preparation for oral argument   | C.B.     | 2.20  | \$550.00   |
| 3/18/2022  | Complete oral argument preparation for hearing on cross motions for Summary Judgment  | C.B.     | 3.30  | \$825.00   |
| 3/21/2022  | Oral argument on cross-motions for Summary Judgment; travel to and from Newnan for argument   | C.B.     | 3.20  | \$800.00   |
| 3/21/2022  | Attend and argue motion for summary judgment; travel to and from Courthouse   | C.B.     | 5.50  | \$1,375.00 |

|                 |   |      |              |                   |
|-----------------|---|------|--------------|-------------------|
| <b>4/1/2022</b> | Receipt and review order granting Motion for Mayor Jewell; telephone call with client on status and what may happen from here   | C.B. | 1.60         | \$400.00          |
| <b>4/8/2022</b> | Emails from opposing counsel with query to Court; our response to query; email from court that order is final; telephone call with opposing counsel about nature of query | C.B. | 1.10         | \$275.00          |
| <b>SUBTOTAL</b> |   |      | <b>38.80</b> | <b>\$9,425.00</b> |

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**Costs**


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|                 |  |  |               |
|-----------------|--|--|---------------|
| <b>SUBTOTAL</b> |  |  | <b>\$0.00</b> |
|-----------------|--|--|---------------|

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**Matter Ledgers**


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|                  |   |  |                   |
|------------------|---|--|-------------------|
| <b>5/20/2021</b> | Balance before last invoice                       |  | (\$1,000.00)      |
| <b>3/8/2022</b>  | Invoice 10973                                     |  | \$2,361.65        |
| <b>3/8/2022</b>  | Funds transferred from Trust - Payment from Trust |  | (\$1,361.65)      |
| <b>5/2/2022</b>  | Invoice 10985                                     |  | \$9,425.00        |
| <b>SUBTOTAL</b>  |   |  | <b>\$9,425.00</b> |

**Thankyou. We appreciate your business.**

*Please see following page for invoice summary and payment details.*

# Balch Law Group

*Attorneys at Law*

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | Fax: 404.963.0072

## INVOICE SUMMARY

|                                      |                   |
|--------------------------------------|-------------------|
| <b>TOTAL</b>                         | <b>\$9,425.00</b> |
| <b>PREVIOUS BALANCE DUE</b>          | <b>\$0.00</b>     |
| <b>CURRENT BALANCE DUE AND OWING</b> | <b>\$9,425.00</b> |

**Thankyou.** Please detach and return bottom portion along with your remittance

**Invoice Date:** May 02, 2022

**Invoice Number:** 10985

**Invoice Amount:** \$9,425.00

**Amount Enclosed:** \_\_\_\_\_

Douglas Jewell

Balch Law Group

830 Glenwood Ave  
Suite 510-220  
Atlanta GA 30316



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## Memorandum

**To:** Mayor and City Council Members

**From:** City Manager

**Subject:** Salary Increase of \$1.00 per hour and 5% COLA retroactive to April 27, 2022

The City Council adopted and approved Resolution No. 2022-03 which amended the Fiscal Year 2022 Budget. Exhibit A incorporated within Resolution No. 2022-03 provided for salary increases of \$1.00 per hour and a 5% COLA for all employees retroactive to April 27, 2022.

Section 7: Benefits of the Employment Agreement of the City Manager in Subsection B. provides that "Except as otherwise provided herein, the Manager shall accrue all other benefits at the same level as other employees of the City.

However, Section 6: Compensation in Subsection B. provides that "The Manager may be provided with such additional or further compensation above the base salary as may be voted by the City Council from time to time based upon its annual performance evaluation and review of the Manager, but such additional or further annual compensation shall not be less than the average across the board increase granted to other City employees."

Therefore, although Resolution No. 2022-03 with Exhibit A was adopted and approved by a majority vote of the City Council, the City Manager, with an abundance of caution, requests that a vote be taken on his salary increase of \$1.00 per hour and 5% COLA increase retroactive to April 27, 2022.

ORDINANCE NUMBER 2022-04

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AMENDING CHAPTER 2, ARTICLE I OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO ADD A SECTION 2.3 CONDUCTING OF MUNICIPAL ELECTIONS; TO PROVIDE THAT THE COWETA COUNTY BOARD OF ELECTIONS AND REGISTRATION SHALL BE AUTHORIZED TO CONDUCT ALL ELECTIONS ON BEHALF OF THE CITY AND TO PERFORM ALL DUTIES AS SUPERINTENDENT OF ELECTIONS AND FOR OTHER PURPOSES**

WHEREAS, the City of Grantville (hereinafter "City") has requested the Coweta County Board of Commissioners (hereinafter "County") and the Coweta County Board of Elections and Registration (hereinafter "Board") enter into an Intergovernmental Agreement with the City for providing the services of the Board of Elections and Registration to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of the City, as Mayor of the City, special referenda, bond issues, or called special elections, and the Board is authorized to provide services to the City pursuant to O.C.G.A. § 21-2-40(b); and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, the corporate limits of the City of Grantville are located within Coweta County; and

WHEREAS, the City, County and the Board entered into an Intergovernmental Agreement relating to election services on or about June 4, 2019,

NOW THEREFORE, The Mayor and Council of the City of Grantville, Georgia hereby ordain as follows:

**Section 1.**

Chapter 2, Article I is amended to add the following:

**Section 2-3. Conducting of Municipal Elections.**

- (a) The Coweta County Board of Elections and Registration shall be authorized to conduct all elections on behalf of the City of Grantville.

(b) The Coweta County Board of Elections and Registration shall perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated.

**Section 2. Repealer**

All ordinances or parts of ordinances in conflict with this ordinance are repealed.

**First Reading:** \_\_\_\_\_

SO ORDAINED in lawfully assembled open session this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
Clerk