



**City of Warner Robins  
City Council Meeting  
Minutes**

**Monday, March 02, 2020**

**5:30 PM**

**Council Chambers**

**Regular Meeting of Warner Robins City Council**

**Presiding:** Mayor Randy Toms

**City Officials Present:**

Councilman Daron Lee  
Councilman Charlie Bibb  
Councilman Keith Lauritsen

Councilman Kevin Lashley  
Councilman Clifford Holmes  
Councilman Larry Curtis

**Opening Prayer:** Councilman Holmes

**Pledge of Allegiance:** Councilman Bibb

**Call to Order:** 5:38 p.m.

**Adoption of the Agenda:** Councilman Holmes moved to adopt the agenda with the addition of 1a for discussion from members of the Finance Committee, in regards to a meeting conducted last week. Councilman Lashley seconds the motion. Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for adoption of the agenda.

**Action Items:**

<b>Action Item 1a</b>	<b>Discussion – Finance Committee Report</b>
	Councilman Holmes stated that the Finance committee had a very informative and productive meeting last week with the finance staff, David Corbin and City auditors ( Nichols, Cauley & Associates, LLC) Councilman Lashley stated he learned some valuable insight & Councilman Bibb thanked Holly Gross for all her hard work in the presentation she put together for the meeting.
<b>Motion:</b>	N/A
<b>Second:</b>	N/A
<b>Outcome:</b>	N/A

<b>Action Item 1</b>	<b>Presentation of Minutes</b>
	The minutes of the regular meeting of February 18, 2020 were presented for approval.
<b>Motion:</b>	Councilman Lee moved for the approval of the minutes with the last line of Action Item #: 10 removed from the minutes of the Tuesday, February 18, 2020.
<b>Second:</b>	Councilman Bibb
<b>Outcome:</b>	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

<b>Action Item 2 Purchasing Coversheet</b>	
Purchasing Bid List items, attached hereto, were presented for approval.	
<b>Motion:</b>	Councilman Lashley presented and moved for the approval of the Purchasing Coversheet. Items one through seven.
<b>Second:</b>	Councilman Holmes
<b>Outcome:</b>	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

<b>Action Item 3 Motion - Appointment of City Attorney</b>	
A motion to appoint Attorney Julia Mize as the new City Attorney per the City Code, Section 4-101, a City Attorney shall be appointed for a one-year term, or at the pleasure of the Mayor and Council.	
<b>Motion:</b>	Councilman Lauritsen moved for the approval of this appointment.
<b>Second:</b>	Councilman Bibb.
<b>Outcome:</b>	Councilmen Lauritsen, Bibb, Lashley and the Mayor voted for approval. Councilmen Lee and Curtis opposed and Councilman Holmes abstained.

<b>Action Item 4 Motion – City Wide Forensic Audit – Curtis</b>	
City wide Forensic Audit	
<b>Motion:</b>	Councilman Curtis moved for the removal of this item.
<b>Second:</b>	Councilman Lauritsen.
<b>Outcome:</b>	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for the removal.

<b>Action Item 5 Resolution – Surplus Property</b>	
A Resolution of the Mayor and Council of the City of Warner Robins recommending that the item listed on Exhibit "A" attached hereto; be it in the best interest of the City of Warner Robins that said item be declared surplus property, and that said property shall be sold in accordance with the laws of the State of Georgia.	
<b>Motion:</b>	Councilman Holmes moved for the approval of the resolution.
<b>Second:</b>	Councilman Lashley
<b>Outcome:</b>	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

<b>Action Item 6</b>	<b>Resolution – CDBG Five (5) year Consolidated Plan 2020-2024 &amp; FY 2020 Proposed Statement of Objectives and Projected Use of Funds</b>
<p>A Resolution of the Mayor and Council of the City of Warner Robins (City) that the Draft Five-Year Consolidated Plan and FY 2020 Proposed Statement of Objectives and Projected Use of Funds be adopted and approved and hereby authorize general publication of same.</p>	
<b>Motion:</b>	Councilman Lee moved for the approval of the resolution.
<b>Second:</b>	Councilman Curtis.
<b>Outcome:</b>	Councilmen Lee, Bibb, Lashley, Holmes and Curtis voted for approval.

<b>Action Item 7</b>	<b>Discussion – Animal Control Intergovernmental Agreement</b>
<p>Councilman Lashley stated that the City of Warner Robins needs to look at updating the animal control agreement with Houston County and the City of Centerville; saying the original agreement expired in 2012. Councilmen Lashley and Police Chief John Wagner agree it's time to basically go in, look at that agreement, figure out where we can make changes to suit everything, and build a more practical service. Protecting and caring for the animals can get expensive and he wants to increase intake fees, adoptions, and upgrade the animal control building and processes.</p>	
<b>Motion:</b>	N/A
<b>Second:</b>	N/A
<b>Outcome:</b>	N/A

<b>Action Item 8</b>	<b>Resolution – To Rescind Land Lease Agreement</b>
<p>A Resolution of the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute the attached Development Agreement by and among the City of Warner Robins, Georgia, The Development Authority of the City of Warner Robins, Georgia and Woda Cooper Development, Inc. pending the grant being lifted.”; and the “grant,” being a limitation of use related to the property known as Perkins Field and other recreation facilities, remains in place as of this date. That the Mayor and Council of the City of Warner Robins rescind the said August 5, 2019 resolution in its entirety.</p>	
<b>Motion:</b>	Councilman Bibb moved for the approval of the resolution but after some discussion; Councilman Lauritsen moved that the resolution be tabled for now.
<b>Second:</b>	Councilman Lee
<b>Outcome:</b>	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 9 Ordinance – Rescind Ordinance #: 32-16 for Motor Vehicle Rental Tax	
Ordinance #: 07-20 of the Mayor and Council of the City of Warner Robins amend ordinance no. 32-16 and city code section 10-451 to provide that taxes collected from the rental of motor vehicles in the City, pursuant to O.C.G.A. §48-13-90 et seq, shall be remitted into the City’s general fund. If any ordinance or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provisions, and, to this end, the provisions of this ordinance are declared to be severable.	
<b>Motion:</b>	Ordinance #: 07-20 was first read by Councilman Lauritsen on March 02, 2020.
<b>Second:</b>	N/A
<b>Outcome:</b>	N/A

Action Item 10 Discussion - Municipal Ponzi Scheme	
Councilman Bibb wanted to discuss the accusation made by another Council member about some Municipal Ponzi Scheme and that he felt it was disrespectful an elected official to make these types of accusations without any proof or fact to back up the allegation. The discussion pretty much froze right there.	
<b>Motion:</b>	N/A
<b>Second:</b>	N/A
<b>Outcome:</b>	N/A

**Citizen Comments:** Keith Sentak, Rita Simmons

**Adjournment:** 6:33 p.m.

**Next Regular Council Meeting:** Monday, March 16, 2020

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**Pre-Council:** 4:30 p.m.

**Pre-Council Comments regarding agenda items:** Dennis Blackburn about Action Item #: 8 – To Rescind Land Lease Agreement.

**Closed Session:** During the Pre-Council Meeting Councilman Holmes made a motion to enter into an executive closed session to discuss potential litigation and personnel. Councilman Lauritsen seconded the motion. Councilmen Lee, Lauritsen, Lashley, Holmes and Curtis voted for the approval of the motion; Councilman Bibb opposed. The Pre-Council meeting closed at 4:36 p.m.; the executive closed session meeting opened at 4:42 p.m. and adjourned at 5:31 p.m., City Clerk is in possession of closed session minutes.

  
 Kim A. Demoone  
 Acting City Clerk

No. 07-20  
STATE OF GEORGIA  
CITY OF WARNER ROBINS

**ORDINANCE**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, AMENDING A PREVIOUSLY-ENACTED ORDINANCE, AND FOR OTHER PURPOSES.**

WHEREAS, on October 21, 2016, the Mayor and Council of the City of Warner Robins adopted ordinance no. 32-16; and

WHEREAS, it is the intent of the incumbent Mayor and Council to revised said ordinance.

NOW, THEREFORE, BE IT ORDAINED that the Mayor and Council amend ordinance no. 32-16 and city code section 10-451 to provide that taxes collected from the rental of motor vehicles in the City, pursuant to O.C.G.A. §48-13-90 et seq, shall be remitted into the City's general fund.

If any ordinance or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provisions, and, to this end, the provisions of this ordinance are declared to be severable.

BE IT FURTHER ORDAINED that this ordinance was first read on March 2, 2020 and shall become effective upon adoption on March 16, 2020.

**CITY OF WARNER ROBINS, GEORGIA**

By: Randy Toms  
Randy Toms, Mayor

Attest: Kim Demoonie  
Kim Demoonie  
Interim City Clerk

ORDINANCE

WHEREAS, the Mayor makes the following recommendations to the City Council for changes in the City of Warner Robins Classification Plan,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT ORDAINED that the City Classification Plan be amended as follows:

-1-

Create the position of Assistant Finance Director, Job Class #116, Grade 24, authorized strength of one (1), Administrative Services Department, and move Holly Gross into this position.

-2-

Reclassify the position of Chief Financial Officer, Job Class #114, Grade 24, Administrative Services Department, to Grade 26.

BE IT ORDAINED that this amendment was first read on 16th day of March, 2020, was adopted this 16th day of March, 2020 and shall become effective on the first day of the next pay period.

This 16th day of March, 2020.

CITY OF WARNER ROBINS

By: Randy Toms  
Randy Toms, Mayor

ATTEST:

Kim Demoonie  
Kim Demoonie, Interim City Clerk

**ORDINANCE**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, ANNEXING A TRACT OR PARCEL OF LAND CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY, AND FOR OTHER PURPOSES.

WHEREAS, a petition has been received from LeClay, Inc., to annex the property which is more particularly described as follows, to-wit:

*All that tract or parcel of land situate, lying and being in Land Lot 189 of the 10<sup>th</sup> Land District of Houston County, Georgia, known and designated as Parcel 104, comprising 2.95 acres, according to a plat of survey entitled "Survey for LeClay, Inc.", prepared by McDougald & Associates, certified by James R. McDougald, Georgia Registered Land Surveyor No. 2702, dated November 15, 2002, a copy of which is of record in Map Book 60, Page 11, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.*

The property is located on Wrasling Way, East of Houston Lake Road and West of Moran Drive, Warner Robins, Georgia.

WHEREAS, the said land of LeClay, Inc., may be annexed pursuant to the provisions of the Official Code of Georgia Annotated Section 36-36-20 et seq., said lands being contiguous to the existing corporate limits of the City of Warner Robins and the petitioner being the sole owners of said properties; and

WHEREAS, The City of Warner Robins, relative to its best interest, is desirous of annexing the above-described properties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins, Georgia, and it is hereby ordained by authority of the same, that the petition from LeClay, Inc., on January 2, 2020, is adopted and approved and said properties are hereby

incorporated into the City of Warner Robins, Georgia.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference.

If any of the provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on March 16, 2020, adopted on 16<sup>th</sup> March, 2020 and shall become effective April 1, 2020.

This 16<sup>th</sup> day of March, 2020.

CITY OF WARNER ROBINS, GEORGIA

BY: Randy Toms  
RANDY TOMS, MAYOR

ATTEST:

Kim A. Demoonie  
KIM A. DEMOONIE, INTERIM CITY CLERK

**ORDINANCE**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, ANNEXING A TRACT OR PARCEL OF LAND CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY, AND FOR OTHER PURPOSES.

WHEREAS, a petition has been received from JTS Realty Investments, to annex the property which is more particularly described as follows, to-wit:

*All that tract or parcel of land situate, lying and being in Land Lot 189 of the 10<sup>th</sup> Land District of Houston County, Georgia, known and designated as Parcel 77D-209, comprising 4.62 acres, according to a plat of survey entitled "Boundary Survey for LeClay, Inc.", prepared by McDougald & Associates, certified by James R. McDougald, Georgia Registered Land Surveyor No. 2702, dated November 15, 2002, a copy of which is of record in Map Book 60, Page 11, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.*

*LESS AND EXCEPT: All that tract or parcel of land situate, lying and being in Land Lot 189 of the Tenth (10<sup>th</sup>) Land District of Houston County, Georgia, comprising of 0.69-acre tract of land being more particularly shown on a survey for "CrossFit Wartown", prepared by McLeod Surveying, dated January 23, 2018, a copy of said plat being of record in Plat Book 79, Page 314, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.*

*LESS AND EXCEPT: All that tract or parcel of land situate, lying and being in Land Lot 189 of the Tenth (10<sup>th</sup>) Land District of Houston County, Georgia, comprising of 1.299 acres and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by John W. Wilkes, Registered Land Surveyor No. 2738, dated December 14, 2018 and recorded in Plat Book 80, Page 299, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.*

*All that tract or parcel of land situate, lying and being in Land Lot 189 of the 10<sup>th</sup> Land District of Houston County, Georgia, known and designated as Parcel 77-5, comprising 6.61 acres, according to a plat of survey entitled "Boundary Survey for LeClay, Inc.",*

*prepared by McDougald & Associates, certified by James R. McDougald, Georgia Registered Land Surveyor No. 2702, dated January 26, 2006, a copy of which is of record in Map Book 66, Page 124, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.*

The property is located on Butten Drive & Hwy 96, Warner Robins, Georgia.

WHEREAS, the said land of JTS Realty Investments, may be annexed pursuant to the provisions of the Official Code of Georgia Annotated Section 36-36-20 et seq., said lands being contiguous to the existing corporate limits of the City of Warner Robins and the petitioner being the sole owners of said properties; and

WHEREAS, The City of Warner Robins, relative to its best interest, is desirous of annexing the above-described properties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins, Georgia, and it is hereby ordained by authority of the same, that the petition from JTS Realty Investments, on January 24, 2020, is adopted and approved and said properties are hereby incorporated into the City of Warner Robins, Georgia.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference.

If any of the provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on March 16, 2020, adopted on

March 16<sup>th</sup>, 2020 and shall become effective April 1, 2020.

This 16<sup>th</sup> day of March, 2020.

CITY OF WARNER ROBINS, GEORGIA

BY: Randy Toms  
RANDY TOMS, MAYOR

ATTEST:

Kim A. Demoonie  
KIM A. DEMOONIE, INTERIM CITY CLERK

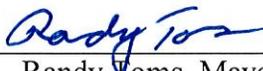
**CITY OF WARNER ROBINS  
STATE OF GEORGIA**

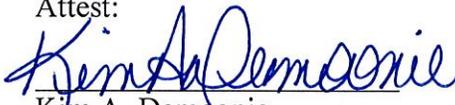
**RESOLUTION**

BE IT RESOLVED, that Mayor and Council hereby authorizes Mayor Randy Toms to execute a Memorandum of Understanding with The Peach County Board of Commissioners outlining Peach County's portion of funding for Buc-ee's, Ltd project.

This 16th day of March, 2020.

**CITY OF WARNER ROBINS, GEORGIA**

By:   
Randy Toms, Mayor

Attest:  
  
Kim A. Demoenie

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF WARNER ROBINS, GEORGIA AND PEACH COUNTY, GEORGIA REGARDING FUNDING OF AN ECONOMIC DEVELOPMENT PROJECT BENEFICIAL TO BOTH WARNER ROBINS AND PEACH COUNTY

WHEREAS, Buc-ee's, Ltd. (or its related assigns), desires to make a substantial investment to improve real property located at the intersection of Interstate 75 and Richard B. Russell Parkway on approximately 22 acres of land in the City of Warner Robins, Peach County, Georgia, described on Exhibit "A" attached hereto, and plans to construct thereon a Buc-ee's Travel Center; and

WHEREAS, Buc-ee's, Ltd., in order to enhance the construction of the improvements and create new jobs, has requested Warner Robins to consider providing an Economic Development Grant to Buc-ee's, Ltd.; and

WHEREAS, Warner Robins has determined that providing an economic development grant to Buc-ee's, Ltd. is in compliance with the intent of the City's economic development programs as it will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City, see Exhibit "B"; and

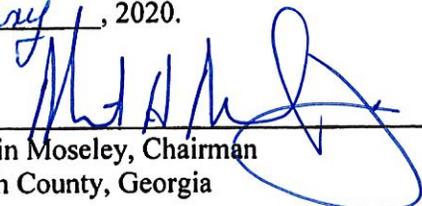
WHEREAS, Peach County has determined that assisting in the payment for infrastructure and improvements at the intersection of Interstate 75 and Richard B. Russell Parkway is in compliance with the intent of the County's economic development programs and will be of benefit to the citizens of Peach County;

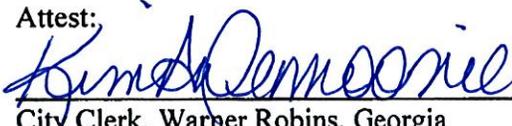
In consideration of the foregoing, Peach County agrees as follows:

- (1) the County will make a payment to the City of Warner Robins in the amount of \$400,000 towards improvements referenced above;
- (2) the payment above is conditioned upon the City sending an invoice with appropriate documentation, which should include an engineer or architect certification that the project has been concluded with specific reference to the subject property;
- (3) the County is submitting these funds for work performed on public land and none of the funds are applicable to private property; and
- (4) the County's assistance is limited to the \$400,000 payment referenced herein.

AGREED and APPROVED on this 11 day of February, 2020.

  
\_\_\_\_\_  
Randy Toms, Mayor  
City of Warner Robins, Georgia

  
\_\_\_\_\_  
Martin Moseley, Chairman  
Peach County, Georgia

Attest:  
  
\_\_\_\_\_  
Kim D. Demossie  
City Clerk, Warner Robins, Georgia

Attest:  
  
\_\_\_\_\_  
County Clerk, Peach County, Georgia

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Graham, City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Thomas F. Richardson, Attorney for Peach County

CITY OF WARNER ROBINS  
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective departments,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Riley Sims, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Detective, Job Class #630, Grade 603, Police Department, to be effective March 23, 2020.

-2-

Mark Helms, promoted from Heavy Equipment Operator, Job Class #459, Grade 12, Public Works Department, to Public Works Supervisor (ST), Job Class #470, Grade 17, Public Works Department, to be effective March 23, 2020.

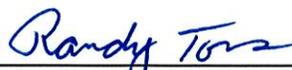
-3-

William Rooks, promoted from Police Captain, Job Class #628, Grade 608, Police Department, to Assistant Police Chief, Job Class #603, Grade 609, Police Department, to be effective March 23, 2020.

-4-

Nathaniel Pomazal, promoted from Firefighter, Job Class #520, Grade 14, Fire Department, to Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to be effective March 23, 2020.

This 16 day of March, 2020

By:   
Randy Toms, Mayor

ATTEST:

  
Kim Demeanie, Interim City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO PROVIDE FOR THE FINANCING AND/OR REFINANCING OF CERTAIN CAPITAL PROJECTS, IN WHOLE OR IN PART; TO PRESCRIBE, REVISE, AND COLLECT RATES, FEES, TOLLS, OR CHARGES FOR THE SERVICES, FACILITIES, OR COMMODITIES FURNISHED OR MADE AVAILABLE BY SUCH FINANCING AND/OR REFINANCING; AND FOR OTHER PURPOSES:**

**WHEREAS**, the City of Warner Robins (the “**City**”) is a municipal corporation and body politic and corporate organized pursuant to the Constitution and laws of the State of Georgia, managed and controlled by the Mayor and City Council of the City (the “**City Council**”); and

**WHEREAS**, the City owns and operates a water and sewer system (the “**System**”) that serves residents within the corporate boundaries of the City as well as certain unincorporated areas of north Houston County; and

**WHEREAS**, the City Council has determined that it is necessary and in the best interests of the City to pay, in whole or in part, for one or more capital outlay projects of the City including improvements to the System, which are more particularly described at Exhibit A attached hereto (the “**Projects**”); and

**WHEREAS**, the City Council has determined that in order to pay for all or a portion of the cost of the Projects, it is necessary and in the best interests of the City to issue its Warner Robins Water and Sewer Revenue Bonds, Series 2020A (the “**Series 2020A Bonds**”), in an original aggregate principal amount not to exceed Twenty Five Million Dollars (\$25,000,000) issued in one or more series or subseries; and

**WHEREAS**, the Warner Robins Public Facilities Authority (the “**PFA**”), a public body corporate and politic, previously issued its \$28,220,000 Revenue Bonds (Water and Sewer Projects) Series 2012 (the “**Series 2012 Bonds**”)

**WHEREAS**, the in 2009, the City obtained a loan from the Georgia Environmental Finance Authority in 2009, which is currently outstanding in the approximate principal amount of \$2,645,014 (the “**GEFA Loan**”); and

**WHEREAS**, the City Council desires to issue its Warner Robins Water and Sewer Revenue Refunding Bonds, Series 2020B (the “**Series 2020B Bonds**,” and together, where applicable, with the Series 2020A Bonds, the “**Series 2020 Bonds**”) in an original aggregate principal amount not to exceed Twenty Five Million Dollars (\$25,000,000) issued in one or more series or subseries to retire and refund the Series 2012 Bonds and prepay the GEFA Loan for the purpose of effectuating interest savings; and

**WHEREAS**, the City Council further desires to prescribe, revise, and collect rates, fees, tolls, or charges for the services, facilities, or commodities of the System in order to generate sufficient revenues to pay for all or portion of the costs of the Projects and/or the principal of and interest on the Series 2020A Bonds and the Series 2020B Bonds; and

**WHEREAS**, O.C.G.A. § 36-82-62(a)(3) authorizes the City to prescribe, revise, and collect rates, fees, tolls, or charges for the services, facilities, or commodities furnished or made available by such undertaking; and, in anticipation of the collection of the revenues of the undertaking:

(A) To issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any undertaking;

(B) To issue revenue bonds at any time to refund or refinance, in whole or in part, all outstanding revenue bonds against any existing undertaking or any combination thereof or its anticipated revenue; and

(C) To issue revenue bonds at any time to refund or refinance, in whole or in part, all obligations or debt of any nature, including outstanding revenue bonds or general obligation bonds, against any existing undertaking or any combination thereof or its anticipated revenue

**WHEREAS**, O.C.G.A. § 36-82-62(a)(4) authorizes the City to pledge to the punctual payment of such revenue bonds and interest thereon all or any part of the revenues of the undertaking (including the revenues of improvements, betterments, or extensions thereto thereafter constructed or acquired as well as the revenues of existing systems, plants, works, instrumentalities, and properties of the undertaking so improved, bettered, or extended) or of any part of the undertaking; and

**WHEREAS**, under the authorization of O.C.G.A. § 36-82-62, and other provisions of Georgia law, the payments of the principal of and interest on the Series 2020 Bonds will be secured by the net revenues of the System; and

**WHEREAS**, the City has determined it is in the best interest of the City, coinciding with the issuance of the Series 2020 Bonds, to engage a bond attorney and financial advisor to work with the City to effectuate such issuance.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City as follows:

**Section 1. Recitals.** The recitals contained in the above “**WHEREAS**” clauses shall be, and by this reference are hereby, incorporated into this Resolution (the “**Resolution**”) as a substantive part hereof.

**Section 2. Hiring of Professionals.** The following firms are hereby engaged to provide professional services in connection with the issuance of the Series 2020 Bonds:

a. Butler Snow LLP shall serve as bond counsel (“**Bond Counsel**”) to the City and is authorized and directed to prepare the form of the Bond Resolution, necessary documents relating to the validation of the Series 2020 Bonds, and such resolutions and other documents as may be required for the City Council to approve the specific terms and conditions of the Series 2020 Bonds and to prepare necessary closing documents.

b. Terminus Municipal Advisors, LLC shall serve as financial advisor to the City.

**Section 3. Details of the Series 2020 Bonds.** The Series 2020 Bonds shall be issued under and pursuant to a bond resolution (the “**Bond Resolution**”) to be adopted by the City Council. The Bond Resolution shall contain the forms of the Series 2020 Bonds, interest rate details, and details related to the payment of principal of and interest on the Series 2020 Bonds. The Series 2020 Bonds may be issued in one or more series or subseries. The Series 2020A Bonds shall be issued for the purpose of providing all or a portion of the funds necessary to undertake the Projects and to pay costs of issuing the Series 2020A Bonds and the Series 2020B Bonds shall be issued for the purpose of refunding all or a portion of the outstanding Series 2012 Bonds and to pay the costs of issuing the Series 2020B Bonds; provided, however, that the Series 2020B Bonds shall provide at least 3% interest savings. The security and source of payment for the Series 2020 Bonds shall be the net revenues of System.

**Section 4. Validation.** The Mayor, with the advice of the City Attorney and Bond Counsel, is authorized and directed to cause to be prepared validation documents requesting that the Series 2020 Bonds and the security therefor be declared valid in all respects.

**Section 5. Further Authority.** The Mayor, City Clerk, Chief Financial Officer, City Attorney, and all other proper officers and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this resolution. The final proposed financial structure relating to the Series 2020 Bonds, including the exact principal amount of the Series 2020 Bonds, and the payments to be made by the City shall be approved by a future resolution of Mayor and Council.

**Section 6. Interpretation.** Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**Section 7. Conclusion.** Copies of this Resolution shall be filed in the offices of the City Clerk and the City Attorney, and the Mayor shall sign and the City Clerk shall attest, each to the adoption of this Resolution.

[Signatures Follow]

Resolution No. \_\_\_

Page 4

ADOPTED this 16<sup>th</sup> day of March, 2020.



\_\_\_\_\_  
MAYOR OF THE CITY OF WARNER ROBINS

ATTEST:



\_\_\_\_\_  
CITY CLERK OF THE CITY OF  
WARNER ROBINS

**EXHIBIT A**

Description of Projects

[Attached]

**Warner Robins  
Waste Water - CIP Summary  
As of September 2019**

<u>Project Description</u>	<u>Project Type</u>	<u>Amount</u>		
Ocmulgee	Waste Water Treatment Plant	\$ 1,000,000		
Southwest Veterans Parkwa	Sewer Extension	\$ 40,000		
Bonaire Service Area	Sewer Main Upgrade	\$ 5,889,240		
Houston Lake/Highway 96	Sewer Capacity Evaluation	\$ 20,000		
Kroger Service Area	Sewer Main Upgrade	\$ 4,977,600		
Hill Top Service Area	Sewer Main Upgrade	\$ 1,700,000		
Peach County - Crestview	Sewer Interconnect	\$ 550,000		
Russell Parkway	Sewer Extension	\$ 467,230		
Other Miscellaneous Projec	Reinforcements, New Lines and Projec	\$ 750,000		
Other Miscellaneous Projec	Year 2021 through 2025	\$ 3,981,091		
		<u>\$ 19,375,161</u>	<b>\$ 15,394,070</b>	\$ 21,434,070

<u>Estimated Cost by Year</u>	<u>Capital Improvement</u>	<u>Operating Cost</u>		
2020	\$ 6,743,420	\$ 3,195,314		
<b>Current Fiscal Year</b>	<u>\$ 6,743,420</u>	<u>\$ 3,195,314</u>		
2021	\$ 7,207,035	\$ 3,259,220	\$	13,950,455
2022	\$ 1,288,915	\$ 3,324,405	\$	15,239,370
2023	\$ 1,645,906	\$ 3,390,893		
2024	\$ 1,661,824	\$ 3,458,711		
2025	\$ 828,061	\$ 3,527,885		
<b>Total Year 2021 through 2025</b>	<u>\$ 12,631,741</u>	<u>\$ 16,961,114</u>		
<b>Grand Total</b>	<u>\$ 19,375,161</u>	<u>\$ 20,156,428</u>		

**Warner Robins  
Waste Water - CIP Summary  
As of September 2019**

<u>Project Description</u>	<u>Project Type</u>	<u>Amount</u>	
Peach County Industrial Park	New Water Storage Tank/ Well	\$ 4,500,000	
Peach County Water System	Industrial Park Interconnects	\$ 300,000	
Crestview Church Road	Extensions/Internconnect	\$ 800,000	
Other Miscellaneous Projects	Reinforcements, Service Lines and Proj	\$ 440,000	
Other Miscellaneous Projects	Year 2021 through 2025	\$ 2,335,574	
		<u>\$ 8,375,574</u>	<b>\$ 6,040,000</b>

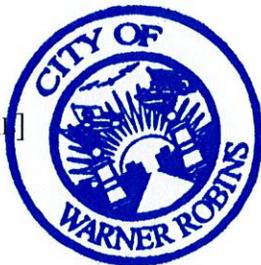
<u>Estimated Cost by Year</u>	<u>Capital Improvement</u>	<u>Operating Cost</u>		
2020	\$ 2,840,000	\$ 3,104,942		
<b>Current Fiscal Year</b>	<u>\$ 2,840,000</u>	<u>\$ 3,104,942</u>		
2021	\$ 3,248,800	\$ 3,104,942	\$ 6,088,800	\$20,039,255
2022	\$ 857,776	\$ 3,104,942	\$ 6,946,576	\$22,185,946
2023	\$ 466,932	\$ 3,104,942		
2024	\$ 476,270	\$ 3,104,942		
2025	\$ 485,796	\$ 3,104,942		
<b>Total Year 2021 through 2025</b>	<u>\$ 5,535,574</u>	<u>\$ 15,524,710</u>		
<b>Grand Total</b>	<u>\$ 8,375,574</u>	<u>\$ 18,629,652</u>		

**CERTIFICATE OF CLERK**

The undersigned Clerk of the City of Warner Robins (the "City"), **DOES HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the Resolution adopted by the Mayor and Council at an open public meeting at which a quorum was present, duly called and lawfully assembled at 5:30 p.m., on the 16<sup>th</sup> day of March, 2020, authorizing the issuance of bonds by the City designated "Warner Robins Water and Sewer Revenue Bonds, Series 2020A" and "Warner Robins Water and Sewer Revenue Refunding Bonds, Series 2020B" and the original of such Resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City of Warner Robins, this 16 day of March, 2020.

[SEAL]



Kim A. Lemmonie  
City Clerk

**ORDINANCE**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, ADOPTING AN NEW ORDINANCE FOR CONTAGIOUS SYMPTOMS AND CONTAGIOUS CONDITIONS AND FOR OTHER PURPOSES.

BE IT ORDAINED that the Mayor and Council of the City of Warner Robins hereby adopt the following ordinance:

**Introduction:**

The City of Warner Robins strives to provide a safe and healthy workplace for all employees. This policy outlines our overall response to a pandemic flu outbreak or similar illness.

This policy outlines specific steps the City takes to safeguard employees' health and well-being during a flu pandemic, or similar illness, while ensuring the City's ability to maintain essential operations and continue providing essential services to our citizens. In addition, it provides guidance on how we intend to respond to specific operational and human resource issues in the event of a pandemic.

**Contagious Symptoms and Contagious Condition**

Sick employees who report to work with Contagious Symptoms and/or a Contagious Condition, as those terms are defined in this Section, may significantly impact City operations due to the potential for spreading sickness, diminished productivity, and lack of quality or attention to safety.

Employees must consider options and practices that will reduce the risk of contracting a contagious condition or passing on a contagious condition by observing healthy practices such as: receiving flu vaccinations, covering their noses or mouths when coughing or sneezing, washing or sanitizing their hands, using sanitizers on common work areas, and other health practices that are designed to reduce infection and the spread of disease. Employees should also refrain from reporting to work with Contagious Symptoms and/or a Contagious Condition, so as not to spread a condition or disease.

In the interest of maintaining a safe and healthy workplace, the City may require persons with Contagious Symptoms and/or a Contagious Condition not to report to work and/or may send employees with Contagious Symptoms and/or a Contagious Condition home.

(a) **Contagious Symptoms and/or Condition**

For purposes of this Section, Contagious Symptoms and/or a Contagious Condition exist when:

- (1) An employee exhibits influenza-related symptoms (e.g., fever, vomiting, diarrhea, headache, cough, sore throat, runny or stuffy nose, muscle aches) or other symptoms, described by a public health organization as indicative of other contagion, such as Coronavirus, SARS, swine flu, H1N1, etc.; and/or
- (2) An employee is diagnosed with an infectious/contagious condition (e.g., influenza, strep throat, tuberculosis, bacterial meningitis, mononucleosis, mumps, measles, rubella, chicken

pox, etc.); or

- (3) An employee and/or family member/household member has recently traveled or plans to travel to a geographic area or has been subjected to a confined area, such as cruise ship or airplane, actively identified by a recognized health organization to present a high degree of contagion health risk or an area for which the Centers for Disease Control and Prevention (CDC) has issued a Level 2 or 3 travel advisory.

(b) Workplace Requirements

The City and its employees bear responsibility for a safe and productive workplace environment. Accordingly, an employee with Contagious Symptoms and/or a Contagious Condition:

- (1) Will not report to the workplace so as not to infect other employees or members of the public.
- (2) Will not report to the workplace until his/her symptoms have subsided. A health care provider's statement that an employee may return to work may be required during epidemics, pandemics, or similar situations during which enhanced precautions are warranted.
- (3) Will not report to the workplace after returning from, or after a family/household member has returned from, a geographic area or confined area recently identified by a recognized health organization to present a high degree of contagion health risk or an area for which the CDC has issued a Level 2 or 3 travel advisory. In such case, the employee cannot return to the workplace until completion of the incubation period as identified by a public health organization and until the employee has been cleared with a health care provider's statement that the employee may return to work. (Such statement must be submitted to Human Resources for approval as provided in subsection (d), below, in advance of returning to the workplace.)
- (4) May be sent home, with or without the opportunity to work from home, based on observations of symptoms of a Contagious Condition.

(c) Absence Due to Contagious Symptoms or Conditions

An employee who has been sent home by the City and/or has not reported to work due to Contagious Symptoms and/or a Contagious Condition, or who has been quarantined, will be required to use accrued Sick Leave or Annual Leave. If accrued paid leave is unavailable or exhausted, the employee will be recorded as absent with approved unpaid leave. In the event that an employee's absence pursuant to an approved unpaid leave extends beyond five (5) days and/or an employee's absence pursuant to an approved unpaid leave becomes a recurring issue, and such absences are deemed to constitute an undue burden upon the City, the City may request that the employee provide a doctor's certification as to the employee's current condition. Ultimately, any prolonged absences will be addressed in compliance with all federal and state laws and regulations, including the ADA and the FMLA (where a serious health condition is involved).

The City may approve an employee to work from home or another private location while recuperating. Such approval is dependent upon consideration of factors, including the employee's position, the severity of the illness, and other safety and logistical considerations.

Any employee subject to absence due to Contagious Symptoms or a Contagious Condition must contact Human Resources to determine if the employee and medical condition qualifies for Family Medical Leave. In such case, the policy covering Family Medical Leave Act shall apply.

(d) Return to Work from Contagious Symptoms or Contagious Condition

A health care provider's statement that the Contagious Symptom or Contagious Condition that the employee experienced has been cleared and the employee may return to work without risk to other employees may be required during epidemics, pandemics, or similar situations during which enhanced precautions are warranted. The written statement must be submitted *electronically* to Human Resources, which shall review and must approve the release *before* the employee may return to work. An employee failing to provide a written return to work authorization prior to reporting to work will be immediately sent home and may be subject to disciplinary action for failure to comply with this requirement.

(e) Compliance

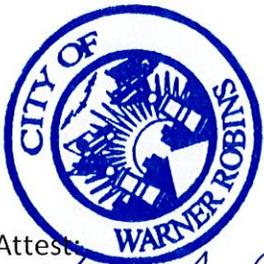
Due to the seriousness of the ramifications of non-compliance, any violation of the policy as set forth will subject the employee to disciplinary action, up to and including, termination.

This Section will be administered in accordance with all federal and state laws and regulations, including the ADA and the FMLA (where a serious health condition is involved).

(f) Scope of Policy

This section applies to all employees, volunteers, interns, and any other individuals performing services on the City's behalf, whether paid or unpaid.

The provisions of this ordinance were first read on 16<sup>th</sup> March, 2020 and shall become effective upon adoption on 16<sup>th</sup> March, 2020.



CITY OF WARNER ROBINS, GEORGIA

By: Randy Toms  
Randy Toms, Mayor

Attest: Kim Demoonie  
Kim Demoonie, Interim City Clerk



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Indianapolis, IN 46216 ("PROFESSIONAL") and **City of Warner Robins, Georgia**, whose place of business is: 700 Watson Blvd, Warner Robins, GA 31093 ("CLIENT").

### 1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

#### A. **qPublic.net Portal Development**

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by the CLIENT and Houston County, Georgia. The CLIENT will acquire a sufficient data sharing agreement with Houston County, Georgia, in order to use data from Houston County on the CLIENT's Beacon website. This site will include the following:

This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from Houston County, Georgia's CAMA real estate system. (WinGAP)
- b. Detailed residential, commercial, and agricultural land and improvements information from Houston County, Georgia's CAMA real estate system. (WinGAP)
- c. Property sales history from Houston County, Georgia's CAMA real estate system (if available).
- d. Property sketches (if available and provided by Houston County, Georgia, in a web-friendly image file format).
- e. Property photos (if available and provided by Houston County, Georgia, in a web-friendly image file format).
- f. Esri compatible vector and raster spatial data from CLIENT's existing GIS data sources and Houston County, Georgia's existing GIS data sources.
- g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- i. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
- j. PROFESSIONAL will provide an automated routine to transfer data from the CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- k. Additional components elected by the CLIENT:

#### i. **Account Management**

This add-on will allow the CLIENT's **qPublic.net** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

#### ii. **Custom Setup: Laserfiche Connector module**

PROFESSIONAL will setup a parcel report module that integrates with the CLIENT's Laserfiche Connector by passing a selected parcel's ID number to the Laserfiche Connector to retrieve and display documents that are associated with the selected parcel.

Ankeny, Iowa  
1450 Southwest Vintage Parkway  
Suite 260  
Ankeny, IA 50023

**HEADQUARTERS**  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, IN 46216

[www.SchneiderGIS.com](http://www.SchneiderGIS.com)  
866.973.7100

DeLand, Florida  
112 West New York Avenue  
Suite 216  
DeLand, FL 32720

**B. Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain of the above described portal for the term of this Agreement. PROFESSIONAL'S web data server environment includes a redundant/fail overpower system, multiple power sources and long-term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third-party databases and services related to connecting to new databases in the event of a change in third-party providers are not covered by this Agreement. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. PROFESSIONAL will also maintain website usage statistics which can be viewed by CLIENT staff through an interface. Certain onsite hardware and software configurations may require additional third-party software (not included in this Agreement). The update feature requires CLIENT to maintain a dedicated high-speed Internet access. Services also include monitoring of PROFESSIONAL'S web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of PROFESSIONAL'S staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

*Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.*

**2 Payment for Services.**

CLIENT shall compensate PROFESSIONAL for the Services as follows:

**A. qPublic.net**

<b>a. One-time setup cost:</b>	<b>\$6,500</b>
Setup items:	
Core Setup:	Included
Custom Setup – Laserfiche Connector:	Included
Subtotal	10,800
Discount	<u>(-4,300)</u>
Total	\$6,500
<b>b. Annual Hosting:</b>	<b>\$13,260</b>
Hosting items:	
Core Hosting:	Included
Account Management:	Included
Map (Esri):	Included
Subtotal	14,220
Discount	<u>(-960)</u>
Total	\$13,260

**B. Payment Schedule**

<b>Year 1</b>	<b>April 1, 2020 – June 30, 2020:</b>	<b>\$9,815</b>
	(Setup: \$6,500, Hosting: \$3,315-prorated)	
<b>Year 2</b>	<b>July 1, 2020 – June 30, 2021:</b>	<b>\$13,260</b>
<b>Year 3</b>	<b>July 1, 2021 – June 30, 2022:</b>	<b>\$13,260</b>
<b>Year 4</b>	<b>July 1, 2022 – June 30, 2023:</b>	<b>\$13,260</b>
<b>Year 5</b>	<b>July 1, 2023 – June 30, 2024:</b>	<b>\$13,260</b>

**C. Project Schedule**

**a. Portal Development**

- i. PROFESSIONAL requires the following information and technical assistance from the CLIENT to access data sources defined in the Scope of Services.
  - 1) Database connection information
  - 2) Server name or IP address.
  - 3) Database name.
  - 4) User login information for read access.
  - 5) Data dictionary or schema, as available.
- ii. Network paths to all file data sources.
- iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to the CLIENT's data sources and files.

- iv. All information must be provided by the CLIENT to the PROFESSIONAL at least 21 days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

**b. Portal Hosting and Maintenance**

- i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
- ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

**Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.**

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

**3 Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice/>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

**4 Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12-month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

**5 Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon 15 days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

**6 Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

**7 Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

**8 Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana. IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

**Pricing is valid through March 16, 2020.**

**PROFESSIONAL:**

Schneider Geospatial, LLC

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

Print: Jeff Corns, GISP

Title: President

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

**CLIENT:**

City of Warner Robins, Georgia

By: Randy Tom

Print: Randy Tom

Title: Mayor

Date: 3/16/2020



## Terms of Service

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version 12.12.18

We (Schneider GeoSpatial and Schneider GeoSpatial doing business as qPublic and qPublic.net) entered into a written agreement with you to provide certain services. The agreement provides that these Terms of Service are incorporated into and made a part of the agreement. We reserve the right to update or modify these Terms of Service upon ten (10) days prior notice to you. Such notice may be provided by us to you by e-mail.

### *A) Your Responsibilities.*

To the extent required for us to render services to you, you shall do the following in a timely manner so as not to delay the services: (1) Designate a person to act as your representative with respect to the services. (2) Provide all criteria and full information as to your requirements for the services. (3) Provide to us all information and data required to complete the services or provide regular remote access to requested databases and IT infrastructure as requested by us. (4) Give prompt written notice to us whenever you observe or otherwise becomes aware of any development that affects the scope or timing of the services, or any defect or nonconformance in the work of us or any of our subcontractors or consultants.

### *B) Limitation of Liability and Responsibilities.*

To the fullest extent permitted by law, you shall defend indemnify and hold us harmless from all claims, demands, suits, causes of action losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees, expert fees and consulting fees, which we may suffer or sustain arising out of, related to or resulting from your acts or omissions. Nothing contained in this paragraph, however, shall be construed to release us from liability for failure to properly perform our duties and responsibilities under the agreement.

We shall perform the services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under similar circumstances. Our standard of care should not be construed as a warranty, either express or implied, of the services, as we make no guarantee or warranty, express or implied, in fact, or by law, or otherwise concerning the services. You shall not hold us liable for damages or delays in performance caused by events beyond our control, including, but not limited to weather, information acquisition, and communications.

Further, in recognition of the relative risks and benefits of the services to both you and us, the risks have been allocated such that you and we knowingly and willingly agree, to the fullest extent permitted by law, that our total liability to you, with respect to any acts or omissions by us, our subcontractors or consultants including, but not limited to, breach of the agreement, breach of warranty (whether express or implied), negligence or any other legal theory, shall not exceed \$50,000, the cost to cure the omission or deficiency, or the total compensation received by us for the services rendered pursuant to the agreement, whichever is less. This limitation of liability is a material inducement to us to enter into the agreement. In no event shall either you or we be liable to the other for any consequential, incidental, special, indirect or punitive damages arising out of the performance of the agreement.

### *C) Insurance Coverage.*

We shall, at our own expense, maintain in effect during the term of the agreement, the following insurance with limits as shown or greater:

**General Liability** – (including automobile) combined single limit of \$1,000,000.00

**Worker's Compensation** – statutory limit; and

**Professional Liability** – for protection against claims arising out of the performance of professional services caused by negligent error, omission, and/or act in the amount of \$2,000,000.00 per claim and \$4,000,000.00 in aggregate.

We shall provide Certificates of Insurance indicating the aforesaid coverage upon your request.

### *D) Computer Files.*

This paragraph sets forth the terms and conditions relating to the provision by us of any and all electronic media or computer readable information, including software, databases, and information compilations (hereafter "Computer Files") in connection with the services provided by us to you. Geographic Data Layers and other data converted from your source documents are considered your property ("Raw Data").

1. You acknowledge that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain with us. We retain all rights to the software, methodologies, and procedures utilized or developed by us in rendering our services for you. We license you to use the Computer Files in the manner set forth in the agreement, but we reserve any and all rights not expressly granted. The Computer Files may not be used by you for purposes beyond those set forth in the agreement, and we reserve the right to revoke the license if, in good faith, we deem that such use has or will occur.
2. To the extent the Computer Files include any trade secret or other confidential information of yours, we agree to keep such information confidential. We are otherwise free to use the Computer Files (including the Raw Data) and other related materials in other projects for you, for our business purposes, or for third parties unless a restriction is set forth in the agreement. Unless otherwise prohibited, we may also include your organization's status as our client in our marketing materials.
3. The Computer Files shall be used only by you or those third parties expressly contemplated in the agreement and the license granted hereunder does not include the right for you to sublicense.
4. You acknowledge that certain Computer Files or parts thereof may be subject to third-party licenses and thereby subject to use restrictions under those licenses. You agree that any act or omission by you in violation of the aforementioned licenses shall constitute a

breach of the agreement. Except to the extent required by the use(s) expressly set forth in the agreement, you may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, decompile, disassemble, or create derivative works of the Computer Files or any part thereof, or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files. Further, you shall not make any copies of CD's and/or DVD's provided by us under the agreement as such creation or distribution of additional copies may violate certain third-party licenses to which we are a party. In the event that your acts or omissions violate any third party license agreement to which any Computer File or any part thereof is subject, you shall indemnify, defend and hold us harmless from and against any and all claims, demands, suits, causes of action, losses, damages costs and expenses, including but not limited to attorney's fees, brought against us for damages alleged or suffered as a result of such acts or omissions by you.

5. We shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by you or for problems arising out of the malfunction of your equipment or other software not supplied by us. You acknowledge that the Computer Files may include features limiting their operability beyond the scope of the license, and we shall be entitled to use self-help, including electronic means, to prevent the use of the Computer Files beyond their licensed scope. You acknowledge that we are not liable or responsible for information on the Computer Files that may become outdated with time.
6. The Computer Files may not identically conform to corresponding information provided in hard copy, and we do not warrant the accuracy of the information contained in the Computer Files.
7. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the Computer Files are provided "as is", and we disclaim all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
8. To the extent we access your computer systems using ETL software including but not limited to Venturi, we agree as follows: (1) to not extract your confidential information or any other information that is not reasonably necessary for us to prepare the Computer Files or otherwise perform services for you; and (11) to conduct read-only access and not overwrite your data.
9. We shall not be liable to you for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including without limitation, damages for: loss of business or goodwill, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if you have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

### *E) Portal Hosting and Maintenance.*

We shall host and maintain of the above described portal for the term of this Agreement.

Our web data server environment includes a redundant/fail over power system, multiple power sources and long-term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third-party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. we will also maintain website usage statistics which can be viewed by your staff through an interface. Certain onsite hardware and software configurations may require additional third-party software (not included in this Agreement). The update feature requires you to maintain a dedicated high-speed Internet access. Services also include monitoring of our web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of our staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

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