

BUTLER | SNOW

July 15, 2024

Sent Via Email Transmission

Hon. Dub Pearman
Mayor
City of Senoia
80 Main Street
Senoia, Georgia 30276

***PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT
COMMUNICATION***

Re: Bond Counsel and Disclosure Counsel Services for City of Senoia Building and Facilities Authority Revenue Bonds (City of Senoia Project), Series 2024

Dear Mayor Pearman:

Thank you for asking us to serve as Bond Counsel and Disclosure Counsel to the City of Senoia (the “City” or “you” or “your”) in connection with the proposed issuance by the City of Senoia Building and Facilities Authority (the “Authority”) of revenue bonds in one or more series (the “Bonds”) in order to finance, in whole or in part, the costs of acquiring, constructing, and installing a wastewater treatment facility and related improvements (the “Project”) and to pay certain costs of issuing the Bonds.

We understand that the City expects to that the Authority will issue the Bonds in 2024, and that the Bonds will be purchased at negotiated sale by Raymond James & Associates, Inc. (the “Underwriter”). Simultaneously with the issuance of the Bonds, the Authority and the City will enter into an intergovernmental agreement of sale (the “Contract”), under the terms of which the Authority will agree to sell the Project to the City and the City will agree to (1) make installment payments of purchase price to the Authority in amounts sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Bonds when due, and (2) levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates, without limitation, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Contract. We further understand that Sumner Meeker LLC will represent the City and the Authority in connection with this transaction. We also assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction, and that all parties acknowledge that we represent the City solely as described in this letter.

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BUTLER SNOW LLP

The purpose of this letter is to set forth the role and responsibilities we propose to undertake as Bond Counsel and Disclosure Counsel and the terms upon which we understand we will undertake those responsibilities as Bond Counsel and Disclosure Counsel.

SCOPE OF ENGAGEMENT

In our capacity as Bond Counsel, our engagement is as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Subject to our examination of various legal requirements, our preparation or review of such documents as we deem necessary for rendering our opinion, and the completion of the proceedings relating to the issuance of the Bonds to our satisfaction, we will render our opinion concerning the validity and enforceability of the Bonds and, for any Bonds being sold on a tax-exempt basis, our opinion concerning the excludability of interest thereon from gross income for federal income tax purposes.

In our capacity as Bond Counsel, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure documents with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness, or sufficiency of any such documents. As Bond Counsel we will, among other things, (i) insure that proper authority exists for the issuance of the Bonds for the desired purposes and that such issuance is consistent with applicable requirements and limitations, (ii) prepare all legal documents required in connection with the authorization and issuance of Bonds, and (iii) answer inquiries from investors, underwriters, trustees, paying agents, and others in connection with the sale and delivery of the Bonds.

In our capacity as Disclosure Counsel, we will, among other things, assist in the preparation of a preliminary and final official statement and a bond purchase agreement, assist you in satisfying your primary and continuing disclosure obligations in connection with the offering of the Bonds, and undertake such additional duties as are necessary to render our opinion. Subject to completion of the financing to our satisfaction, we will render an opinion to the Underwriter at closing in our capacity as Disclosure Counsel to the effect that, subject to the conditions contained therein and in reliance upon certain experts, opinions, and certificates, nothing has come to our attention that indicates that the official statement contains an untrue statement of a material fact or an omission of a material fact necessary to make the statements contained therein not misleading.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client for the limited purposes described herein and an attorney-client relationship will exist between us. Our services as Bond Counsel and Disclosure Counsel are limited to those contracted for herein and your execution of this letter will constitute an acknowledgment of those limitations. Our representation of the City and the attorney-client relationship created by this letter will be primarily concluded upon the issuance of the Bonds. Nevertheless, subsequent to the issuance of the Bonds,

we will mail Internal Revenue Service Form 8038-G and prepare and provide to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

CONFLICTS AND POTENTIAL CONFLICTS

Because our firm represents many other political subdivisions, municipalities, companies, and individuals, it is possible that some of our current or future clients may be or become adverse to the City during or after our representation of the City. Therefore, we reserve the right to represent other clients in matters adverse to the City or any affiliate so long as those matters are not substantially related to our work for the City, and so long as we have not obtained through our representation of the City non-public proprietary or other confidential information relevant in our representation of others with adverse interests. Naturally, we would consult with the City before undertaking any adverse representation while we are representing the City. Given the breadth of our practice and client base, we have had remarkably few problems with conflicts of this nature.

COMPENSATION

No law firm or attorney, including our firm and our attorneys, can or will guarantee the outcome of any legal matter or dispute. Thus, although an attorney or attorneys of our firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and we cannot guarantee any particular result. Moreover, we cannot predict in advance what the total amount of fees will be for our services. Although, for a client's convenience, whenever possible and when requested, we may provide a client with a budget or our best estimate from time to time of fees and/or costs that we anticipate will be incurred on a particular project, these estimates are subject to unforeseen circumstances and are by their nature inexact. Providing an accurate estimate is usually very difficult, since the size and scope of the project and the extent to which a client may request us to perform services may vary substantially during the course of such representation. As a result, we cannot be bound by a budget or an estimate except to the extent expressly agreed to in writing. By your acceptance of our representation, you acknowledge that the firm has made no promises about any outcome, and that any opinion offered or estimated budget provided by the firm or any of its attorneys will not constitute a guaranty.

Our fees on this matter will be on a fixed fee basis in an amount authorized by you in advance of the issuance of the Bonds and based upon our understanding of the terms, structure, size, and schedule of the financing, the duties we will undertake as Bond Counsel and Disclosure Counsel pursuant to this letter, the time we anticipate devoting to the financing, and the responsibilities we assume. Although I will be principally responsible for this engagement, it is anticipated that other lawyers and professionals at this firm may be involved. Additional services beyond the scope of this engagement will be provided with the advance authorization from you either at an additional fixed fee basis or at the hourly rates of the lawyers and professionals engaged on the additional services.

With respect to out-of-pocket expenses, we charge only for those expenses that are not routine or which vary greatly according to the needs of the individual client. Under this policy, we

do not charge for many routine expenses such as routine electronic research, long-distance charges within the continental United States, and routine postage. Of course, for non-routine expenses and costs normally associated with representations of this kind, we will bill the City. These include actual charges for travel expenses, courier and overnight deliveries, preparation/copying of closing transcripts, and the like. Larger disbursements that you authorize will either be requested in advance or will be forwarded directly to you for payment. It is our goal that our bills are easy to understand and reflect appropriate charges for the value our services provide. We are attaching a copy of Butler Snow LLP's Standard Billing Terms and Charges for Expenses, which sets forth details of our expense charges and additional terms and conditions of our representation, all of which are incorporated herein by reference. These Standard Billing Terms and Charges for Expenses are applicable to our representation of you, unless expressly modified in writing.

Our fees as Bond Counsel and Disclosure Counsel and our expenses with respect to the Bonds will be payable upon the issuance and delivery of the Bonds. If for any reason, the financing represented by the Bonds is not consummated or is completed without the delivery of our opinions as Bond Counsel and Disclosure Counsel, or our services are otherwise terminated, we will be compensated at our normal hourly rates (currently ranging from \$230 to \$655 depending on personnel) for time actually spent on the Bond issue, plus client charges, as described above.

If at any time you have any questions about an invoice or any aspect thereof, we will make available for review the bill and the expense receipts or vouchers with you. We encourage you to raise any questions that you may have concerning our billing policies.

COMMUNICATION; DOCUMENTS AND FILES

Status of Engagement. We will keep the City regularly and currently informed of the status of this engagement and will consult with you whenever appropriate. Copies of all correspondence and final documents generated by us will be sent to you. In the event the City needs to reach us while we are unavailable, please leave a voicemail message. Normally, calls will be returned promptly and in any event no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. In addition, assuming the provisions of the paragraph entitled "Protection of Confidences - High Tech Communication Devices" are acceptable, please feel free to communicate with me by e-mail.

Protection of Client Confidences - High Tech Communication Devices. We are always mindful of our obligation to preserve our client's secrets and confidences; accordingly, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. Unless you specifically direct us to the contrary, for purposes of this engagement, we agree that it is appropriate for us to use e-mail, as well as cellular communication devices, in the course of this engagement without any encryption or other special protections. Please notify us if you have any other requests or requirements in connection with the methods of communication, or persons to be included or copied in the circulation of documents relating to this engagement.

Electronic Files and File Retention. Butler Snow LLP maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow LLP's Record Retention and Destruction Policy for Authority Files, which also will be applicable to this engagement, is attached and incorporated herein by reference.

TERMINATION OF ENGAGEMENT

We appreciate the opportunity to serve as your attorneys and look forward to a long professional and mutually beneficial relationship; however, in the event the City becomes dissatisfied with any aspect of our relationship, work, or the fees charged, we encourage the City to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by a good faith discussion between us. Nonetheless, the City may terminate this representation at any time by reasonable written notice to us, but the City will be obligated to pay our fees for services provided pursuant to this engagement letter through the date on which you terminate our services. We may withdraw from this representation at any time and for any reason to the extent permitted by the applicable ethical rules. Notwithstanding the foregoing, this engagement will terminate at the time of completion of the services addressed in the Scope of Engagement section of this letter and, in any event, no later than the date of the issuance of the Bonds.

MISCELLANEOUS

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds that would, in our opinion, cast doubt upon the legality of the transaction, we will not be obligated to render our approving

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legal opinion. We understand that until we have been paid any fees for time and expenses owed to us under the terms of this engagement, you will not seek to engage any firm other than Butler Snow LLP as Bond Counsel and Disclosure Counsel in connection with the Bonds.

This engagement letter represents the entire agreement between the City and Butler Snow LLP with respect to the scope of services to be provided to the City. This engagement letter supersedes and replaces any existing agreement between the City and Butler Snow LLP relating to the subject matter of this engagement letter. This engagement letter will be governed in all respects by the laws of the State of Georgia without regard to its choice of law provisions; this includes, without limitation, laws relating to legal, ethical and conflicts of interest matters.

Please indicate your agreement to this engagement letter by executing a copy of this engagement letter in the space provided below and returning it. A scanned copy delivered via email is as acceptable as an original. We appreciate prompt receipt of an executed copy but will commence work based on the understandings contained in this engagement letter prior to our receipt of your signature. Of course, please contact me if you have any questions about anything in this engagement letter or with respect to any aspect of our representation of you.

Again, we are very pleased to have this opportunity to be of service and to work with you.

Yours very truly,

BUTLER SNOW LLP

By: 

Kenneth B. Pollock, a Partner

Enclosures: Fees and Expenses Billing Policy
Notice to Clients of Butler Snow's Record Retention and
Destruction Policy for Client Files

cc: Ted Meeker, Esq.

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24th I have read the above Engagement Letter and understand and agree to its contents as of this
day of JULY 2024.

CITY OF SENOIA

By: 
Dub Pearman, Mayor

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES

As of January 1, 2024

Butler Snow LLP (the "Firm") will bill clients monthly for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction (Print, Copy & Scan)

Normal sized documents (up to 11 x 17)

Black & White: \$0.20/page Color: \$0.35/page

Bates Labeling –

Electronic: \$0.03/page Manual: \$0.15/page

Oversize documents (size in excess of 11 x 17)

Charge for each page – no exclusion

Black & white: \$1.25/page Color: \$4.50/page

Electronic Data Manipulation for reproduction

\$75 per hour

Binders

Actual cost of the binders plus \$1.00 per comb

Wire Transfers

Outgoing: International: \$50/wire Domestic: \$25/wire

Data/Audio/Visual Duplication & Reproduction

CD/DVD:

\$12.00 for each disc

Portable Media Devices:

Priced per data storage size

**Electronically Stored Information
(Litigation Support Services)**

Data Room:

\$750.00/room

Data Processing:

\$100.00/gb per occurrence

Data Storage:

\$10.00/gb per month

Document Review & Hosting:

\$25.00/gb per month

Review User License Fees:

\$80.00/user per month

Minimum Monthly Fee:

\$150.00

Computerized Legal Research

No charge for basic research.

\$70/search for public records, special treatises, briefs, motions, trial court documents and expert directory databases

Research from secondary sources and outside of firm's plan at actual cost

Specialized research at actual cost with prior client approval

Electronic retrieval of Court documents

\$0.40 / document

Fax and Long-Distance Phone

\$0.50/Page

Non-domestic and conference calls charged at actual cost.

Travel (personal vehicle)

Current Standard Mileage Rate as allowed by the IRS

**Messenger Delivery and Service
of Subpoenas or Summons**

Deliveries 0-25 miles one way - **\$30.00**; over 25 miles one way -

\$10.00/hour plus mileage;

Service of Subpoenas/Summons - **\$35.00 plus delivery**

Overnight Package Delivery

Charged at actual cost per package

Postage

Postage charged at actual cost

Conference Center & Catering

Charges for costs associated with client meetings and events will be passed on to the client at cost, unless agreed upon prior. This excludes basic client meetings without associated food and beverage services or special costs for conference services.

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.