

Ernest M. Smith (1911-1992)  
A. J. Welch, Jr. (1944-2018)  
John P. Webb, PC  
William A. White, PC  
Andrew J. Welch, III, PC (NY & GA)  
L. Scott Mayfield  
Marc A. Avidano (FL & GA)  
David M. Waldroup  
Andrew J. Gebhardt  
R. Brian Strickland  
Elizabeth P. O'Neal  
Megan Murren Rittle (GA & AL)  
Lajuana C. Ransaw  
Warren M. Tillery  
Grant E. McBride  
Bianca K. Davis  
Miranda N. Hanley  
Brandon F. Palmer



## SMITH WELCH WEBB & WHITE<sup>LLC</sup>

ATTORNEYS AT LAW

TRUSTED SERVICE FOR A LIFETIME

133 JONESBORO ST • MCDONOUGH, GA 30253  
Telephone: 770-957-3937 • Facsimile: 770-957-9165  
[www.smithwelchlaw.com](http://www.smithwelchlaw.com)

M. Chase Collum  
Brooke A. White  
Amy M. Fletcher

ASSOCIATES  
Christopher T. Webb  
Susana Gude-Rodriguez  
Richard A. McCall  
Amber D. Porter  
Morgan R. Thomas  
Billy D. Thomas, Jr.  
Jacob S. Barlar  
Catherine A. Hare  
Samuel P. Pompeo

September 23, 2026

SENT VIA FEDERAL EXPRESS:  
TRACKING NO. 8776 5337 4768

Ms. Ansley Pope  
Human Resources Director  
City of Loganville  
4303 Lawrenceville Road  
Loganville, Georgia 30052

**RE: Request for Proposals — Professional Legal Services (City Attorney)  
Proposal of Smith, Welch, Webb & White LLC**

Dear Ms. Pope:

On behalf of Smith, Welch, Webb & White LLC, thank you for the opportunity to respond to the City of Loganville's Request for Proposals for Professional Legal Services. We are pleased to submit the enclosed proposal, and it is with genuine enthusiasm that we express our strong interest in serving as City Attorney for the City of Loganville. We would consider it a privilege to advise the Mayor and Council, the City Manager, the Department Heads, the Development Authority, and the City's boards and commissions, and we are confident that our firm is uniquely suited to meet the City's legal needs.

Smith, Welch, Webb & White traces its roots to 1890 and today is the largest law firm in the South Metro area and one of the largest firms in Georgia devoted to local government law, with twenty-eight (28) attorneys and a combined support staff of more than fifty (50). We serve as general counsel to counties and municipalities across the State — including Baldwin, Butts, and Lamar Counties and the Cities of Locust Grove, Hapeville, Morrow, Tallulah Falls, Winder, and Manchester — and as special counsel to many others, together with numerous water and housing authorities and boards of education. This breadth means the City of Loganville would be represented by a firm that handles the full range of municipal legal work every day.

Our practice maps directly to the Scope of Services described in your RFP. We have deep, current experience in Georgia municipal law, land use and zoning, public works and construction contracting, real estate acquisition and closings, employment and employee-related matters, utility operations, and municipal financing, as well as the Open Meetings Act and Open Records Act, parliamentary procedure, intergovernmental agreements, SPLOST and LOST matters, condemnation, competitive bidding, and service

delivery negotiation and litigation. That last area is of particular relevance to a city situated in both Walton and Gwinnett Counties. We have guided numerous local governments through service delivery strategy negotiations and, when necessary, litigation, including before the Supreme Court of Georgia. See *City of Winder v. Barrow County*, 318 Ga. 550 (2024); *City of Union Point v. Greene County*, 303 Ga. 449 (2018). Our attorneys also bring hands-on northeast Georgia municipal experience — our proposed lead attorney currently serves as City Attorney for the City of Winder and the Town of Tallulah Falls.

If selected, Warren M. Tillery would serve as the City's assigned counsel and primary point of contact, with Billy D. Thomas, Jr. as secondary counsel, supported as needed by our full team of local government attorneys and staff. We understand from the RFP that the City places a high priority on accessibility, prompt and reliable communication, and a collaborative, problem-solving approach — and responsiveness is a hallmark of how we serve our municipal clients. Our attorneys make themselves available to City staff and officials, and our firm has consistently demonstrated the capacity to handle complex, time-sensitive matters on short notice.

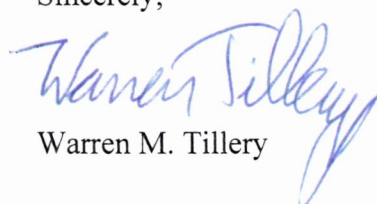
The enclosed proposal provides the additional information the City may find helpful in its evaluation, including detailed firm information and organizational capabilities, a description of our local government legal expertise, the qualifications of the key personnel proposed to serve the City, a fee schedule, and a transition plan. We are also prepared to discuss whatever fee structure best serves the City, whether a fixed monthly retainer, hourly billing, or a combination of the two; although we normally find the hourly rate proposed gives our clients the most cost-effective means of obtaining legal services because it means a city is only billed for services performed. Supporting exhibits — our malpractice insurance declarations, Georgia Secretary of State Certificate of Organization, client references, and certificates of good standing — are included as well. The firm has no known conflicts of interest that would impair its representation of the City.

This proposal is being submitted in a sealed package containing eight (8) copies, with the exterior clearly marked as containing a proposal for legal services, to be received no later than 5:00 p.m. on September 25, 2026. The primary contact for this submission is:

Warren M. Tillery  
Smith, Welch, Webb & White LLC  
133 Jonesboro Street, McDonough, Georgia 30253  
Office: 770-957-3937 | Direct: 678-583-4807  
Email: wtillery@smithwelchlaw.com

Thank you again for your consideration. We would welcome the opportunity to answer any questions and to meet with the City to discuss how Smith, Welch, Webb & White can serve the City of Loganville. Please do not hesitate to contact me directly.

Sincerely,



Warren M. Tillery

Ms. Ansley Pope  
September 23, 2026  
Page 3

WMT/ny  
Enclosures

cc: Billy D. Thomas, Jr.





SMITH WELCH  
WEBB & WHITE<sub>LLC</sub>  
ATTORNEYS AT LAW

SMITH, WELCH, WEBB & WHITE LLC'S PROPOSAL FOR LEGAL  
SERVICES FOR THE CITY OF LOGANVILLE, GEORGIA

REQUEST FOR PROPOSAL (RFP)  
PROFESSIONAL LEGAL SERVICES – CITY ATTORNEY

**DEADLINE: September 25, 2026**

Warren M. Tillery  
Smith, Welch, Webb & White LLC  
133 Jonesboro Street  
McDonough, Georgia 30253  
wtillery@smithwelchlaw.com  
Office: 770-957-3937  
Direct: 678-583-4807

Billy D. Thomas, Jr  
Smith, Welch, Webb & White LLC  
280 Country Club Drive  
Stockbridge, Georgia 30281  
bthomas@smithwelchlaw.com  
Office: 770-957-3937  
Direct: 678-743-8467



## Table of Contents

|             |                                                                                     |    |
|-------------|-------------------------------------------------------------------------------------|----|
| <b>I.</b>   | <b>FIRM INFORMATION</b>                                                             | 4  |
| <b>A.</b>   | <b>SUMMARY</b>                                                                      | 4  |
| 1.          | Overall Legal Expertise of Smith, Welch, Webb & White LLC                           | 4  |
| <b>B.</b>   | <b>MANAGEMENT AND ORGANIZATIONAL CAPABILITIES</b>                                   | 5  |
| 1.          | Staff                                                                               | 5  |
| 2.          | Resources                                                                           | 6  |
| 3.          | Conflicts                                                                           | 6  |
| 4.          | Capacity to Respond to Critical Time and Complex Scope Requirements on Short Notice | 7  |
| <b>C.</b>   | <b>LAW FIRM'S ESTABLISHMENT AND HISOTRY</b>                                         | 7  |
| 1.          | Date(s) Of Establishment                                                            | 7  |
| 2.          | Locations                                                                           | 8  |
| 3.          | Legal Service Philosophy & Guiding Principal                                        | 8  |
| 4.          | Legal Entity Form                                                                   | 9  |
| 5.          | Organizational Structure                                                            | 9  |
| 6.          | Principals' Names and Titles                                                        | 9  |
| 7.          | Firm Size in Relation to Industry                                                   | 10 |
| 8.          | History of Smith, Welch, Webb & White LLC                                           | 10 |
| <b>II.</b>  | <b>LOCAL GOVERNMENT LEGAL EXPERTISE</b>                                             | 12 |
| <b>A.</b>   | <b>General Counsel</b>                                                              | 12 |
| <b>B.</b>   | <b>Open Meetings Act and Open Records Act</b>                                       | 12 |
| <b>C.</b>   | <b>Proficiency in Parliamentary Procedures</b>                                      | 13 |
| <b>D.</b>   | <b>Intergovernmental Contracts and Relations</b>                                    | 13 |
| <b>E.</b>   | <b>Real Estate, Planning and Zoning</b>                                             | 14 |
| <b>F.</b>   | <b>Employment Law</b>                                                               | 14 |
| <b>G.</b>   | <b>Americans with Disabilities Act</b>                                              | 15 |
| <b>H.</b>   | <b>SPLOST and LOST Law</b>                                                          | 16 |
| <b>I.</b>   | <b>Government Bonds</b>                                                             | 16 |
| <b>J.</b>   | <b>Condemnation Procedures and Litigation</b>                                       | 17 |
| <b>K.</b>   | <b>Competitive Bidding Process Including Protests</b>                               | 17 |
| <b>L.</b>   | <b>Service Delivery Negotiation and Litigation</b>                                  | 17 |
| <b>M.</b>   | <b>Other Legal Services, as Required by City</b>                                    | 18 |
| <b>III.</b> | <b>OVERVIEW OF KEY PERSONNEL PROPOSED TO PROVIDE DIRECT SERVICES TO THE CITY</b>    | 20 |
| <b>A.</b>   | <b>Project Manager and Key Personnel</b>                                            | 20 |
| <b>B.</b>   | <b>Depth and Breadth of Attorney's Experience and Expertise</b>                     | 22 |
| 1.          | Warren M. Tillery                                                                   | 23 |
| 2.          | Billy D. Thomas, Jr.                                                                | 23 |
| 3.          | Andrew J. Welch III                                                                 | 23 |
| 4.          | Lajuana Ransaw                                                                      | 24 |
| 5.          | Brandon F. Palmer                                                                   | 24 |
| 6.          | L. Scott Mayfield                                                                   | 24 |

|     |                                                                          |    |
|-----|--------------------------------------------------------------------------|----|
|     | 7. Brooke A. White.....                                                  | 25 |
|     | 8. Susana Gude-Rodriguez .....                                           | 25 |
| IV. | FEE SCHEDULE.....                                                        | 26 |
|     | A. Cost of Services .....                                                | 26 |
| V.  | TRANSITION PLAN.....                                                     | 28 |
|     | A. Transition and Commencement of Contract.....                          | 28 |
|     | B. Transition and Continuity of Service Upon Expiration of Contract..... | 29 |
| VI. | EXHIBITS .....                                                           | 29 |
|     | Exhibit 1 –Insurance Policy Declarations.....                            | 30 |
|     | Exhibit 2 – Georgia Secretary of State Certificate of Organization.....  | 40 |
|     | Exhibit 3 – References .....                                             | 43 |
|     | Exhibit 4 – Certificates of Standing .....                               | 44 |

## **I. FIRM INFORMATION**

### **A. SUMMARY**

Smith, Welch, Webb & White LLC (the “Firm”) seeks to provide specialized and cost-effective superior legal services to the City of Loganville, Georgia (“City”). The Firm consists of some of the brightest and finest local government law attorneys in the State of Georgia. The Firm’s combined legal experience and areas of expertise have been developed over the years to cover the legal needs requested in the “Scope of Services” set forth in the City of Loganville’s Requests for Proposals for Professional Legal Services – City Attorney (“RFP”), including Georgia municipal law, land use and zoning, public works construction contracting, real estate acquisition, employment law and employee-related matters, utility operations, and municipal financing, and other similarly related areas. A more in-depth description is set forth below.

#### **1. Overall Legal Expertise of Smith, Welch, Webb & White LLC**

By way of introduction, our Firm’s history dates back to 1890. Since then, our practice has expanded into a variety of areas, including local government law (representing counties, cities, and various authorities), zoning and land use law, local government service delivery, local government tax negotiations and litigation, employment law, school law and procedure, board governance, property law,



eminent domain, civil litigation in nearly all fields, family law, wills and estates, probate, corporate law, real estate, and zoning.

Currently, the Firm represents the following counties and municipalities, including but not limited to: Baldwin County, Butts County, Lamar County, Cities of Locust Grove, Hapeville, Morrow, Tallulah Falls, Winder, and Manchester. The Firm has also represented many cities in Georgia as special counsel, including but not limited to: the Cities of Dahlonega, Tifton, Douglasville, Valdosta, Bainbridge, Metter, and Peachtree Corners. The Firm also represents multiple governmental authorities, including: Henry County Water Authority, City of McDonough Housing Authority, City of Hampton Housing Authority, City of College Park Housing Authority, City of Union Point Housing Authority, and City of Jonesboro Housing Authority. The Firm also represents multiple boards of education throughout the State, including Henry County, Butts County, Lamar County, Newton County, Tift County, and Griffin-Spalding County.

## **B. MANAGEMENT AND ORGANIZATIONAL CAPABILITIES**

### **1. Staff**

Smith, Welch Webb & White employs a total of twenty-eight (28) attorneys and a combined support staff including office administration staff, secretaries, legal assistants, and paralegals totaling more than fifty (50) staff. The City's legal team from Smith, Welch, Webb & White LLC will consist of up to eight (8) attorneys and

their combined support staff, with the majority of the work being handled or managed primarily by partner Warren M. Tillery and assisted primarily by Billy Thomas. With the numerous attorneys and their combined staff, Smith, Welch, Webb & White LLC is more than capable of meeting the workload needs of the City of Loganville. References and contacts for representative clients are shown in Exhibit “2.”

## **2. Conflicts**

The Firm has no known conflicts of interest in representing the City.

## **3. Resources**

Smith, Welch, Webb & White LLC is able to provide prompt and excellent legal services to the City at a reasonable cost. The Firm’s attorneys have access to relevant legal materials and professional development resources. Moreover, multiple attorneys are readily available to communicate with the City. The Firm’s size and specific expertise are tailored to ensure that quality legal advice will be provided to the City, according to your needs.

The Firm has a variety of legal resources at its disposal, including WestLaw, an electronic database housing all potentially applicable statutes and published judicial opinions, including all laws of the State of Georgia, laws of other states, and federal laws, as well as numerous employment and education law treatises. Accordingly, the Firm endeavors to provide its attorneys with legal and educational

materials, as well as professional growth opportunities, which allow them to provide the highest possible standard of legal services to the City.

#### **4. Capacity to Respond to Critical Time and Complex Scope Requirements on Short Notice**

Over its history, Smith, Welch, Webb & White LLC has consistently demonstrated an ability to handle, on short notice, critical time and complex legal issues for those local government entities which the Firm represents.

To the extent practicable, we strive to have each of our attorneys aware of the City's legal needs, so that multiple attorneys will be available to respond to any inquiry from the City. Further, our attorneys will always be available to speak with City staff and officials.

This Firm recognizes that, particularly in cities, complex legal issues may arise with little notice. Because of our expertise, and for at least fifty (50) years in representing cities and other public entity clients, we have demonstrated that we will handle complex legal issues on extremely short notice.

#### **B. LAW FIRM'S ESTABLISHMENT AND HISTORY**

##### **1. Date(s) of Establishment**

Smith, Welch, Webb & White had its roots in 1890 as further described herein, and was formed under its present name on May 16, 2011.



## **2. Locations**

Smith, Welch, Webb & White LLC has six (6) offices located as follows:

- (1) McDonough Office – 133 Jonesboro Street, McDonough, Georgia 30253;
- (2) Stockbridge Office – 280 Country Club Drive, Stockbridge, Georgia 30281;
- (3) Barnesville Office – 404 Thomaston Street, Barnesville, Georgia 30204;
- (4) Jackson Office – 117 Brookwood Avenue, Jackson, Georgia 30233;
- (5) Peachtree City Office – 101 World Drive #100, Peachtree City, Georgia 30269; and
- (6) Griffin office – 612 W. Taylor Street, Griffin, GA 30224.

If selected, the majority of work for the City will be performed in the McDonough and Stockbridge offices.

## **3. Legal Service Philosophy and Guiding Principal**

Our guiding philosophy is to minimize our clients' legal exposure and expense by providing sound legal advice and seeking to prevent lawsuits. The Firm's goal is to prevent legal matters from occurring and, when they do, to have each matter dismissed at the earliest possible state of litigation. Ultimately, we seek the outcome desired by our client which may mean a successful outcome in court or settlement. Our mission and philosophy are designed to provide excellent legal services at a

reasonable cost and prevailing on our client's behalf when negotiations and litigation are required.

#### **4. Legal Entity Form**

Smith, Welch, Webb & White is a limited liability company. A copy of Smith, Welch, Webb & White's formation documents and Certificate of Organization from Georgia's Secretary of State, are attached as Exhibit "2."

#### **5. Organizational Structure**

Smith, Welch, Webb & White has nineteen (19) partners and nine (9) associates+. The Firm is managed collectively by the equity and non-equity partners, with associates reporting to partners in accordance with their practice areas. Each of the six offices has a Partner assigned to manage that office and the three equity partners serve as overall managers of the Firm on an annual rotating basis.

#### **6. Principals' Names and Titles**

The Principals are William A. White, Equity Partner and Manager; Andrew J. Welch, III, Equity Partner and Manager; and John Webb, Equity Partner and Manager. Of the three (3) Equity Partners, only Mr. Webb does not actively practice in local government law. In addition, the Firm has several non-equity managers, including Warren M. Tillery, L. Scott Mayfield, Marc Avidano, David M. Waldroup, Andrew J. Gebhardt, R. Brian Strickland, Elizabeth O'Neal, Megan Murren Rittle,

Lajuana C. Ransaw, Grant G. McBride, Bianca K. Davis, Miranda Hanley, Brandon F. Palmer, M. Chase Collum, Brooke A. White, and Amy M. Fletcher.

## **7. Firm Size in Relation to Industry**

Smith, Welch, Webb & White LLC is the largest law firm in the South Metro area and is one of the largest firms in the State to practice local government law. With twenty-eight (28) attorneys, it ranks as a small- to mid-size firm industry-wide.

## **8. History of Smith, Welch, Webb & White LLC**

Smith, Welch, Webb & White can trace its heritage to 1890, when E. M. Smith began his law practice in McDonough, Georgia. His son, Ernest M. Smith, followed in his father's footsteps, and in 1970, Mr. Smith hired A. J. "Buddy" Welch, Jr. Mr. Welch led multiple firms in the Henry County area, and collaborated with John Webb, Will White, Andy Welch and multiple current Managers to form Smith, Welch, Webb & White LLC on May 16, 2011. Through a combination of unrelenting hard work, zealous advocacy, and temperate counsel, the Firm developed an outstanding reputation throughout the State. Our clients include such notables as Atlanta Motor Speedway, Lamar Advertising Company, Georgia Transmission Corporation, Baldwin County, Butts County, Lamar County, Cities of Locust Grove, Hapeville, Morrow, Tallulah Falls, and Winder, the Cities of Dahlonega, Tifton, Douglasville, Valdosta, Bainbridge, and Peachtree Corners, Henry County Water Authority, City of McDonough Housing Authority, City of Hampton Housing



Authority, City College Park Housing Authority, and City of Jonesboro Housing Authority, as well as multiple boards of education throughout the State, including Henry County, Butts County, Lamar County, Newton County, and Griffin-Spalding County. The Firm provides Special Counsel to litigation assistance and appellate work to many cities throughout the state. In addition, the Firm has served as Special Counsel to thirteen of the fifteen cities of Fulton County in both of the last two decades of Local Option Sales Tax negotiations, and represented numerous cities across the state in Service Delivery Strategy negotiations and litigation.

The Firm has made its mark by developing an expertise in a variety of practice areas, including Local Government, Education, Eminent Domain, Litigation, Contract Law and Negotiations, Real Estate, Zoning, and Tax Appeals, among many other practice areas. The Firm's attorneys have practiced with outstanding success in state and federal courts, and have numerous cited cases in the Georgia Supreme Court and the Georgia Court of Appeals.

Since its inception, the Firm's attorneys and staff have a reputation for commitment to the surrounding communities through active service and participation in community affairs. Attorneys and personnel have served as Legislators, Judges, and served on non-profit charities such as the Boys and Girls Club of Henry County, Haven House and A Friend's House in Henry County, Clayton County Association Against Family Violence, Kiwanis Club, Lions Club,

United Way, St. Jude Children's Research Hospital, Children's Healthcare of Atlanta, and Southern Regional Hospital.

## **II. LOCAL GOVERNMENT LEGAL EXPERTISE**

### **A. General Counsel**

Smith, Welch, Webb & White has a long history of representing counties and municipalities as general counsel. Additionally, the Firm has also represented boards of education and various other governmental authorities which share many of the same types of general legal needs as cities. As a result, the Firm is experienced in assisting with meeting procedures, drafting and reviewing ordinances, contracts, resolutions, and other documents normally needed by counties, and anticipating issues that commonly arise. The Firm also has experience in writing policies (such as for employment or purchasing), handling zoning or other quasi-judicial hearings at meetings, advising local government leaders on issues related to conflicts of interest, and any other type of issue that may come up in the context of representing a local government.

### **B. Open Meetings Act and Open Records Act**

Smith, Welch, Webb & White has assisted various local governmental entities, cities, counties, school boards, and housing authorities in a variety of matters arising under Georgia's Open Meetings Act and Open Records Act. Advice provided by the Firm has allowed their clients to comply with the Georgia Open



Meetings Act and to hold executive sessions when allowed under the law, for the purposes allowed by the law, and recording the information required by law. The Firm has also assisted in responding to hundreds of Open Records Act requests within the three-day time frame provided by the law. The Firm has assisted in the interpretation of exceptions to the Open Records Act that prevent clients from releasing confidential or privileged information, even when it is requested by a member of the public. Further, the Firm has provided other advice concerning these laws and has responded to both the media and attorneys, as well as to other members of the public, regarding the same.

### **C. Proficiency in Parliamentary Procedures**

As General Counsel to counties and municipalities, Smith, Welch, Webb & White LLC has advised our clients on proper parliamentary procedures during public meetings and executive sessions for many years, including attendance at various meetings for the Board of Commissioners, Mayor and Council, management team, and other county and municipal boards.

### **D. Intergovernmental Contracts and Relations**

Smith, Welch, Webb & White attorneys have represented public entities in excess of 100 years and have been deeply involved in the negotiation, preparation, review and implementation of Intergovernmental Contracts concerning various



matters. The Firm has also handled litigation involving breaches of various intergovernmental agreements.

### **E. Real Estate, Planning and Zoning**

Smith, Welch, Webb & White also specializes in all types of property matters. Smith, Welch, Webb & White is well versed in property title search, property restrictions, zoning matters, property development laws, and the relevant rules and regulations. The Firm has years of experience handling zoning hearings and appeals to superior court for both public and private clients.

The Firm maintains title abstractors and it has multiple lawyers that are well versed in the proper title examination and evaluation of property issues. The Firm has also litigated a number of property legal issues. Smith, Welch, Webb & White is certified by two title insurance companies and is authorized to issue title insurance policies within this State.

### **F. Employment Law**

This Firm has significant, extensive experience in the area of Employment Law. The Firm has drafted countless charge letters, in compliance with the Fair Dismissal Act, to inform employees that their contracts would be terminated or non-renewed. The Firm has represented several school districts in Fair Dismissal Act hearings. The Firm has also reviewed employment contracts and provided legal advice on them.

The Firm has represented public clients at administrative proceedings, including mediations, before the Equal Employment Opportunity Commission. Additionally, the Firm has advised and represented school districts in employment litigation in state and federal courts. Such lawsuits have covered a broad spectrum of employment law, from breach of contract claims to claims of discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, and the Americans with Disabilities Act as Amended.

#### **G. Americans with Disabilities Act**

Smith, Welch, Webb & White has years of experience defending corporations and public entities against alleged violations of the Americans with Disabilities Act as Amended (“ADAAA”), Section 504, and other state and federal laws related to discrimination and accommodation. In addition, the Firm has defended governmental entities successfully in court against alleged violations of these laws, especially the ADAAA. The Firm has conducted investigations regarding alleged violations of the ADAAA, Section 504, and other discrimination laws. Further, the Firm has handled many such cases by resolving them prior to the filing of a lawsuit. For example, many ADAAA claims in the employment arena have been resolved by the Firm during the Equal Employment Opportunity Commission’s administrative proceedings.

## **H. SPLOST and LOST Law**

With reference to SPLOST and LOST Law, Smith, Welch, Webb & White has been actively involved in the management of SPLOST and E-SPLOST promotions and elections, developed numerous project lists, ballots, and contract concerning the proper use of SPLOST funds, advised several public clients and administrative staff concerning their proper involvement in SPLOST and E-SPLOST elections, responded to claims of violation of SPLOST and E-SPLOST elections rules and laws, participated in the validation of numerous bonds that are paid for through SPLOST and E-SPLOST collections, provided staff training, and reviewed and given legal opinions concerning the proper expenditure of SPLOST and E-SPLOST funds. Additionally, Smith, Welch, Webb & White has been actively involved in the negotiation and mediation of LOST distributions for municipalities around the State.

## **I. Government Bonds**

Smith, Welch, Webb & White attorneys have actively represented public bodies in excess of forty-five (45) years and have participated in the issuance of General Obligation Bonds, SPLOST Bonds and Revenue Anticipation Bonds. This Firm's attorneys have participated in the issuance of in excess of \$500,000,000.00 of bonds.



## **J. Condemnation Procedures and Litigation**

Smith, Welch, Webb & White attorneys have researched, negotiated and purchased in excess of 10,000 acres of land for public entities. One of the specialties of the Firm is eminent domain law. The Firm has represented public entities concerning the acquisition of property and property rights and has also represented a number of property owners concerning their respective property rights and interests, including through litigation and numerous jury trials. The Firm has participated in giving lectures to lawyers, engineers, and appraisers concerning the eminent domain laws of the State of Georgia.

## **K. Competitive Bidding Process Including Protests**

Smith, Welch, Webb & White represents a number of public entities and has been extensively involved in the public bidding process for all types of water and sewer projects, road projects, public building projects, school projects, and parks and recreation projects. Smith, Welch, Webb & White has also defended the competitive bidding process by public entities and has negotiated and responded to protests that have been filed by competing bidders and the general public, all of which have been successfully resolved.

## **L. Service Delivery Negotiations and Litigation**

For decades, Smith, Welch, Webb & White LLC has represented counties and municipalities around the State in their service delivery negotiations and, if

necessary, litigation. The vast majority of our service delivery strategy negotiations result in a final verified strategy without the need for prolonged litigation. We make sure that the Council, Manager, and staff are educated on the service delivery strategy process and perform an analysis of the former service delivery strategy to recommend services for which the City should negotiate to receive better funding equity for their taxpayers. Should there be material disagreements between Walton County, Gwinnett County, and the City, our Firm also has experience representing local government in litigation. We have even taken a couple of our service delivery cases up to the Supreme Court of Georgia and were successful in preserving the Service Delivery Act against a constitutional challenge. See City of Union Point v. Greene County, 303 Ga. 449 (2018), and City of Winder v. Barrow County, 318 Ga. 550 (2024).

#### **M. Other Legal Services, as Required by the City**

Smith, Welch, Webb & White has represented counties and municipalities in numerous matters in nearly all legal fields. The Firm has handled matters that have been resolved through litigation and mediation.

Further, the Firm has reviewed, negotiated, and drafted countless contracts, intergovernmental agreements, and memoranda of understanding for municipalities. When drafting these documents, the Firm's primary objective is to ensure that our clients are legally protected and operate within the boundaries of the law. The Firm



has also drafted countless resolutions and ordinances for counties and municipalities covering a wide range of topics. The Firm has also assisted our clients, on short notice and during critical deadlines, with various legal issues. We believe that Smith, Welch, Webb & White is capable of handling nearly any issue that arises with regard to the City.

Smith, Welch, Webb & White has an attorney who has specialized in Environmental and Hazardous Waste law. The Firm has also been extensively experienced in the permitting process of EPA, EPD, and the United States Corps of Engineers concerning such matters.

The Property Department of Smith, Welch, Webb & White is intimately familiar with the laws of the State of Georgia concerning mechanics liens. In the process of representing city and county governments, water and sewer authorities, and school districts, Smith, Welch, Webb & White attorneys have been involved, on numerous occasions, with ensuring that the client meets the requirements of OSAH and the rules and regulations promulgated thereby. The Firm has also responded to and negotiated with OSAH concerning several matters that involved public entities. The Firm has drafted, reviewed, and formulated numerous contracts that incorporated construction practices that are permitted by the public entity. Also, as a result of the drafting, negotiating, and implementation of numerous construction contracts, the Firm ensures compliance with the Davis Bacon Act.



Additionally, Smith, Welch, Webb & White has been involved in numerous mediations in its representation of public entities (school districts, county governments, city governments and authorities). With reference to arbitration, this Firm has represented school districts and authorities in construction arbitration matters. The Firm has also taken a proactive position in its client's contracts to ensure jurisdictional protection for its public clients. Smith, Welch, Webb & White has also participated in numerous extensive and highly sophisticated construction contract litigation matters and has reached successful results for its clients.

### **III. OVERVIEW OF KEY PERSONNEL PROPOSED TO PROVIDE DIRECT SERVICES TO THE CITY.**

A comprehensive description of Smith, Welch, Webb & White LLC's personnel proposed to provide direct services to the City, including their qualifications, unique accomplishments and examples of excellence are set forth in the sections that follow.

#### **A. Project Manager and Key Personnel**

As set forth in management plan and approach, the Assigned Counsel for the City of Loganville would be Warren Tillery. Warren would be the City's primary point of contact for the Firm and would be the Lead Attorney for all legal work. Warren has several years of experience in representing municipalities of varying sizes and other governmental entities. He has also served as the City Attorney for

the Town of Tallulah Falls since 2019 and the City of Winder since 2024. He also serves as special counsel for various municipalities around the State of Georgia, including, but not limited to, the Cities of Winder, Tifton, Dahlonega, Douglasville, Valdosta, Peachtree Corners, and Bainbridge. Warren has represented governmental clients, especially public clients for ten years since joining the firm of Smith, Welch, Webb, and White LLC. He is familiar with northeast Georgia and is also well versed in laws and regulations that affect cities on a daily basis, including contracts law, property law, civil litigation, and much more.

Billy Thomas will primarily be the secondary attorney utilized for all of the City's needs. However, the Firm employs a team approach and assigned counsel or secondary counsel may, from time to time, utilize the assistance or work in association with other managing partners and/or associate staff attorneys at the Firm to ensure that the City receives the most efficient and professional legal services.

None of Smith, Welch, Webb, and White LLC's officers, partners, principals, agents, or employees that are expected to perform any services for the City have been disciplined, admonished, warned, or had any license, registration, charter, certification, or similar authorization to engage in the legal profession suspended or revoked for any reason.

**B. Depth and Breadth of Attorneys' Experience and Expertise**

All of the attorneys at Smith, Welch, Webb and White LLC received their Juris Doctor degree from an ABA accredited law school. Additionally, our attorneys regularly attend seminars and conferences related to recent developments in public entity and local government law, employment law, real estate and land use, commercial transactions, workers' compensation, and trial practice. The Firm requires that attorneys maintain continuing education and stay abreast of all current changes and legal issues facing counties and other public entities. The City would only need to contact our McDonough office or assigned counsel directly and assigned counsel will promptly respond. Each attorney is equipped with a smartphone and has 24-hour access to client information, schedules, telephone voice messages, text messages, emails, and the internet to facilitate research and communication with clients and support staff. If selected, the City will have the following attorneys providing legal services in their various areas of expertise:





**Warren Tillery** is a partner in the firm of Smith, Welch, Webb & White LLC. He earned his Juris Doctor from Mercer University in 2014, and was admitted into the State Bar of Georgia on October 27, 2014. He also holds a Bachelor of Science in Journalism from the University of Florida. He serves as the City Attorney for the Town of Tallulah Falls and the City of Winder. He also represents the Cities of Hapeville, and Locust Grove, as well as Baldwin, Butts and Lamar Counties. He represents the Henry County Water Authority in general matters and as lead counsel on all real estate matters. He also represents Douglasville, Metter, Valdosta, Winder, and Tifton in service delivery and local taxation matters.

Beyond representing clients, Warren serves on the Board of Trustees for the Henry County Law Library and is Vice Chairman of the eminent domain section of the State Bar of Georgia. He and his wife live in McDonough, Georgia.



**Billy Thomas** attended the University of Georgia and received his Bachelors in Social Sciences and Education. Billy graduated Cum Laude from Faulkner University Jones School of Law and received his Juris Doctorate in May of 2024, he was admitted into the State Bar of Georgia on October 11, 2024. While in law school, Billy served in the school's elder law clinic, which provided legal services for elderly and veterans in need. He also participated in various organizations, like the Christian Legal Society, and earned the Cali award for achieving the highest grade in Federal Courts.

Billy was admitted to the Georgia Bar in October of 2024. Since joining the firm and passing the Georgia Bar, Billy has used his knowledge and expertise to represent clients in areas of business law, general civil litigation, municipal law, zoning and land use.



**Andrew J. "Andy" Welch, III** graduated from Vermont School of Law with a Juris Doctor and Master of Studies in Environmental Law in 2001, and was admitted into the State Bar of Georgia on May 30, 2003 (He was admitted and practiced in New York before this). Andy is a Managing Partner at Smith, Welch, Webb and White. He is the City Attorney for the City of Hapeville, the City Attorney for the City of Locust Grove, County Attorney for Butts County, and Board Counsel for the Henry County Water Authority. He is an expert in state law and governmental entities governance. Andy has extensive experience in zoning and land use law, real estate, environmental and municipal law.

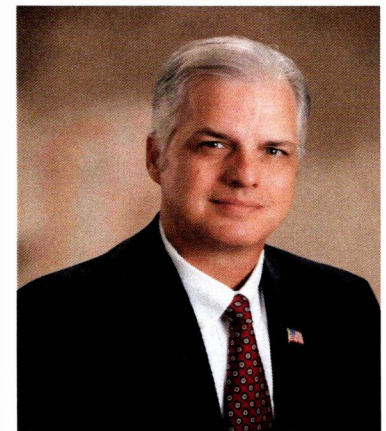


**Lajuana Ransaw** is a native of Clayton County Georgia. Lajuana attended the University of Georgia School of law and graduated in 2001, she was admitted into the State Bar of Georgia on June 5, 2002. Prior to joining Smith, Welch, Webb and White LLC, Lajuana served as staff attorney for the Honorable Albert B. Collier while he served as Superior Court Judge for the Clayton Judicial Circuit. Ms. Ransaw currently serves as Board Counsel for the Housing Authority for the City of College Park Georgia and the Authority. She has litigation experience, and is an expert in municipal law, governmental entity governance, HUD regulations and policies, the Fair Housing Act, the Americans with Disabilities Act (ADA), state and federal employment laws, state laws that govern Public Housing, the Open Meetings Act, the Open Records Act, and federal and state procurement laws.



**L. Scott Mayfield** manages the Barnesville office which opened in November, 2003. Scott received his Juris Doctor from Mercer University in 1999 and was admitted into the State Bar of Georgia on October 29, 1999. Scott has a very diverse practice and represents a wide variety of clients, both public and private. While his practice is diverse and multifaceted, Scott specializes in local government law, real estate transactions and closings, civil litigation, wills and estate planning, and property tax appeals.

Scott represents the Cities of Manchester, Orchard Hill, Molena, Concord, the Housing Authority for the City of Griffin, Lamar County, the Lamar County Solid Waste Authority, and the Lamar County Board of Education.



**Brandon Palmer** grew up in Acworth, Georgia and obtained his Bachelor's of Science degree from the Georgia Institute of Technology in 2012. Brandon received his Juris Doctor from the Georgia State University College of Law in 2015 and was admitted into the State Bar of Georgia on November 4, 2015. Brandon has been practicing law for nine years. He specializes in local government, general litigation, and appellate litigation. He has served as special counsel to cities and counties around the state in a variety of litigation, including service delivery strategy negotiations and litigation, disputes involving intergovernmental agreements, and similar matters. He also serves as County Attorney for Baldwin County. He also assists public clients with the review and drafting of various resolutions and ordinances. Brandon has a history of demonstrated success in court, at both the trial and appellate levels. Brandon is a member of the Local Government section of the Georgia State Bar.







**Brooke White** graduated from undergrad at the University of Georgia with a 4.0 GPA, Presidential scholar award, with a B.S.F.C.S. in Human Development and Family Sciences. She then attended the University of Georgia School of Law, graduating with her Juris Doctor in the top 10% of her class. In law school, Brooke spent two years in the Criminal Defense Practicum, where she served clients at the Athens Public Defender and Jackson County Public Defender Office. She was sworn in under the Student Practice Act and was able to receive two “Not Guilty” verdicts for two different clients in their criminal state court trials. For her commitment to clients and work at the public defender office, Brooke received the Shelly D. Knox Award for Outstanding Public Service and the Outstanding Legal Defense Clinic Student Award. Additionally, she served as a Court Appointed Special Advocate, advocating for children in the Georgia foster care system during dependency proceedings. She was admitted into the State Bar of Georgia on November 1, 2019. Brooke currently serves as a Solicitor for Butts County, Georgia, and the City of Locust Grove, Georgia, where she prosecutes criminal cases.



**Susana Gude-Rodriguez** attended American University and received her Bachelors in History and a Minor in Jewish Studies, graduating Magna Cum Laude. Susana attended Emory University, School of Law and received her Juris Doctor in 2022, she was admitted into the State Bar of Georgia on October 25, 2022. While in law school, Susana was a member of the Immigration Law Society and Latin American Law Students Association.

Susana specializes in education law, eminent domain work, and local government work, having practiced in these areas since her admittance to the Bar in October of 2022. She works closely with the boards of education in the following Counties: Henry, Butts, Lamar, Newton, and Griffin-Spalding. Susana is also a member of the local government team at Smith, Welch, Webb & White, having worked with the College Park Housing Authority, the Town of Tallulah Falls, and the City of Winder.

Susana currently coaches Mock Trial at Eagles Landing High School and has done so for the past two years. She maintains a satisfactory court track record.



#### IV. Fee Schedule

##### A. **Cost of Services**

Smith, Welch, Webb, and White LLC utilizes the most current and efficient legal management software to manage, record, and track client file activity and fees for legal services performed. We also charge a flat 5% administrative fee to cover out-of-pocket costs, plus mileage for travel time to and from meetings in the City of Loganville. The City would receive a monthly billing invoice by e-mail that would itemize all legal work performed and that would itemize all amounts paid and owed on the City's client accounts. All City billing invoices and account information would be reviewed by our dedicated in-house Billing and Accounting Department. The Firm works diligently to ensure that billing statements are accurate and timely received by our clients.

Smith, Welch, Webb & White proposes an hourly fee basis for all matters contained in the scope of the RFP as follows:

##### General Counsel Services\*

| ATTORNEY            | RATE OF MEASURE | RATE/FEE |
|---------------------|-----------------|----------|
| Partners/Associates | Hourly          | \$250.00 |
| Paralegals          | Hourly          | \$125.00 |

##### Litigation/Special Counsel (if assigned)\*

| POSITION            | RATE OF MEASURE | RATE/FEE |
|---------------------|-----------------|----------|
| Partners            | Hourly          | \$350    |
| Associate Attorneys | Hourly          | \$250    |
| Paralegal/Secretary | Hourly          | \$125    |

## Fees\*

| TYPE                        | RATE                                                                                                                                         |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Standard Title Examinations | \$200.00                                                                                                                                     |
| Recording Fees              | \$29.75 per document, or at cost, dictated by fees set by agency with whom filing is made.<br>For example, most deeds are \$29.75 per GSCCA. |
| Copies                      | At cost                                                                                                                                      |

The Scope of Services for General Counsel matters would include:

1. Attend all regular and special-called City Council meetings.
2. Attend meetings of boards, commissions, or committees as directed.
3. Provide timely responses to legal inquiries from City officials and staff.
4. Draft and review ordinances resolutions, and amendments.
5. Draft and review contracts and agreements.
6. Review City policies for legal compliance.
7. Handle all City real estate transactions, including closings.
8. Ensure compliance with federal and state law, the City Charter, ordinances, and policies.
9. Defend the City and its officials and employees against legal claims.
10. Coordinate work performed by outside legal counsel.
11. Provide additional legal services as requested by the City Council.



12. Maintain availability and responsiveness that reflects a high priority for City business.

13. Serve as the substitute prosecuting attorney until such time as a prosecuting attorney or substitute prosecuting attorney is available or appointed.

For each matter not in the scope of services for General Counsel matters above, such as litigation, the City would also receive a monthly billing invoice by e-mail or other means that would itemize all legal work performed and that would itemize all amounts paid and owed on the City's client accounts at the rates shown in the "Litigation/Special Counsel" box above, unless an alternative fee arrangement is agreed to (such as for bond issuances or flat fee real estate matters.)

**V. TRANSITION PLAN**

**A. Transition on Commencement of Contract**

The Firm will meet and work with the City's Management staff and any of the City's current attorneys necessary to accomplish the transfer of files as needed. The Firm will also meet with the City, its Mayor and Council to discuss and develop the City's expectations of our Firm.

**B. TRANSITION AND CONTINUITY OF SERVICE UPON EXPIRATION OF CONTRACT**

Should our Contract expire, we will work with any new firm to transfer any pending legal matters.

**VI. EXHIBITS**

**Exhibit 1 – Insurance Policy Declarations**

**Exhibit 2 – Georgia Secretary of State Certificate of Organization**

**Exhibit 3 – References**

**Exhibit 4 – Georgia Bar Association Certifications of Good Standing**



## EXHIBIT 1

MALPRACTICE  
INSURANCE POLICY DECLARATIONS PAGE

EVANSTON INSURANCE COMPANY

## LAWYERS PROFESSIONAL LIABILITY INSURANCE DECLARATIONS

THIS IS A CLAIMS MADE AND REPORTED POLICY. THE AMOUNTS INCURRED AS CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY. PLEASE READ THIS ENTIRE POLICY CAREFULLY.

POLICY NUMBER: MKLV1PLA000958

RENEWAL OF POLICY: NEW

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)  
Smith Welch Webb White LLC

2200 Keys Ferry Court  
McDonough, GA, 30253

Policy Period: From 01/08/2026 To 01/08/2027  
at 12:01 A.M. Standard Time at the address of the Named Insured shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

| Limits Of Liability  |             |
|----------------------|-------------|
| A. Each Claim:       | \$3,000,000 |
| B. Policy Aggregate: | \$3,000,000 |

| Deductible           |          |                    |            |
|----------------------|----------|--------------------|------------|
| A. Each Claim:       | \$50,000 | Surplus Lines Tax: | \$2,993.56 |
| B. Policy Aggregate: |          | Filing Fee:        | \$150.00   |

| Retroactive Date  |                 |
|-------------------|-----------------|
| Retroactive Date: | Full Prior Acts |

| Premium For Policy Period |
|---------------------------|
| \$74,689.00               |

| Producer Number, Name And Mailing Address                                                     |
|-----------------------------------------------------------------------------------------------|
| 212520<br>D&O Partners, Inc.<br>1140 Bloomfield Avenue, Suite 219<br>West Caldwell, NJ, 07006 |

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

| Premium For Extended Reporting Period |                   | Premium For Non-Practicing Extended Reporting Period |                   |
|---------------------------------------|-------------------|------------------------------------------------------|-------------------|
| Additional Premium Percentage         | Additional Period | Additional Premium Percentage                        | Additional Period |
| 100%                                  | 12 months         | 125%                                                 | 12 months         |
| 150%                                  | 24 months         | 200%                                                 | 24 months         |
| 185%                                  | 36 months         | 250%                                                 | 36 months         |
| 210%                                  | 60 months         |                                                      |                   |

| Forms And Endorsements                                                                        |
|-----------------------------------------------------------------------------------------------|
| Forms and Endorsements applying to this Policy and made part of this Policy at time of issue: |
| SEE MDIL 1001 ATTACHED                                                                        |

These Declarations, together with the Policy, Endorsement(s), Notices, Application, and any other attachments complete the above numbered Policy.

Countersigned:

01/07/2026

DATE

By:



AUTHORIZED REPRESENTATIVE



Wrap+<sup>®</sup>

Declarations

POLICY NO. 105617013

Travelers Casualty and Surety Company of America  
Hartford, Connecticut  
(A Stock Insurance Company, herein called the Company)

LIABILITY COVERAGES, SEPARATE LIABILITY COVERAGES, AND THIRD PARTY LIABILITY INSURING AGREEMENTS ARE WRITTEN ON A CLAIMS-MADE BASIS AND COVER ONLY CLAIMS MADE AGAINST INSURED DURING THE POLICY PERIOD.

THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

**ITEM 1 NAMED INSURED/INSURANCE REPRESENTATIVE:**

SMITH, WELCH, WEBB &amp; WHITE LLC

D/B/A:

Principal Address:  
2200 KEYS FERRY CT  
MCDONOUGH, GA 30253

**ITEM 2 POLICY PERIOD:**

Inception Date: May 16, 2025      Expiration Date: May 16, 2026  
12:01 A.M. local time both dates at the Principal Address stated in ITEM 1.

**ITEM 3 ADDRESS INFORMATION FOR NOTICES TO COMPANY:**

Email: [BSIclaims@travelers.com](mailto:BSIclaims@travelers.com)  
Fax: 1-888-460-8622

Mail: Travelers Bond & Specialty Insurance Claim  
P.O. Box 2989  
Hartford, CT 06104-2989

Overnight Mail: Travelers Bond & Specialty Insurance Claim  
One Tower Square, MN06  
Hartford, CT 06183

For questions related to claim reporting or handling, please call 1-800-842-8496.

**ITEM 4 COVERAGES INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:**

Liability Coverages (subject to LIA-3001 Terms & Conditions)

Employment Practices Liability

Crime Coverages

Crime

Cyber Coverage

CyberRisk

## ITEM 5

## LIABILITY COVERAGES (subject to LIA-3001)

## EMPLOYMENT PRACTICES LIABILITY

|                                        |                                           |                                                                                                         |
|----------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Limit of Liability:                    | \$1,000,000                               | for all Claims                                                                                          |
| Third Party Claim Coverage:            | <input type="checkbox"/> Applicable       | <input checked="" type="checkbox"/> Not Applicable                                                      |
| Additional Defense Coverage:           | <input type="checkbox"/> Applicable       | <input checked="" type="checkbox"/> Not Applicable                                                      |
| Additional Defense Limit of Liability: | Not Covered                               | for all Claims                                                                                          |
| Retention:                             | \$50,000                                  | for each Claim under Insuring Agreement A.<br>for each Claim under Insuring Agreement B., if applicable |
| Prior and Pending Proceeding Date:     | Claims for Wrongful Employment Practices: | May 16, 2011                                                                                            |
|                                        | Claims for Third Party Wrongful Acts:     |                                                                                                         |
| Continuity Date:                       | Claims for Wrongful Employment Practices: | May 16, 2011                                                                                            |
|                                        | Claims for Third Party Wrongful Acts:     |                                                                                                         |

## CRIME COVERAGES

## CRIME

| INSURING AGREEMENT                   | SINGLE LOSS LIMIT OF INSURANCE | SINGLE LOSS RETENTION |
|--------------------------------------|--------------------------------|-----------------------|
| <b>A. Fidelity</b>                   |                                |                       |
| 1. Employee Theft                    | \$500,000                      | \$5,000               |
| 2. ERISA Fidelity                    | \$500,000                      | \$0                   |
| 3. Employee Theft of Client Property | Not Covered                    |                       |
| <b>B. Forgery or Alteration</b>      | \$500,000                      | \$5,000               |
| <b>C. On Premises</b>                | \$500,000                      | \$5,000               |
| <b>D. In Transit</b>                 | \$500,000                      | \$5,000               |



|                                                             |           |         |
|-------------------------------------------------------------|-----------|---------|
| <b>E. Money Orders and Counterfeit Money</b>                | \$500,000 | \$5,000 |
| <b>F. Computer Crime</b>                                    |           |         |
| 1. Computer Fraud                                           | \$500,000 | \$5,000 |
| 2. Computer Program and Electronic Data Restoration Expense | \$500,000 | \$5,000 |
| <b>G. Funds Transfer Fraud</b>                              | \$500,000 | \$5,000 |
| <b>H. Personal Accounts Protection</b>                      |           |         |
| 1. Personal Accounts Forgery or Alteration                  | \$500,000 | \$5,000 |
| 2. Identity Fraud Expense Reimbursement                     | \$25,000  | \$0     |
| <b>I. Claim Expense</b>                                     | \$5,000   | \$0     |

**Policy Aggregate Limit of Insurance:** ☐ Applicable ☒ Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each Policy Period for Insuring Agreements A through H, inclusive, is: Not Applicable

If a Policy Aggregate Limit of Insurance is not included, then this Crime Policy is not subject to a Policy Aggregate Limit of Insurance as set forth in section V. CONDITIONS, B.1.a.

**Cancellation of Prior Insurance:**

By acceptance of this Crime Policy, the Insured gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers. Not Applicable, such cancellation to be effective at the time this Crime Policy becomes effective.

**INSURED'S PREMISES COVERED:**

All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except:

Not Applicable

**CYBERRISK DECLARATIONS**

CyberRisk Aggregate Limit: \$1,000,000

| Liability                   | Limit        | Retention                                 |
|-----------------------------|--------------|-------------------------------------------|
| Privacy and Security        | \$1,000,000  | \$5,000                                   |
| Payment Card Costs          | \$1,000,000  | Subject to Privacy and Security Retention |
| Media                       | \$1,000,000  | \$5,000                                   |
| Regulatory Proceedings      | \$1,000,000  | \$5,000                                   |
| <b>Breach Response</b>      | <b>Limit</b> | <b>Retention</b>                          |
| Privacy Breach Notification | \$1,000,000  | \$5,000                                   |
| Computer and Legal Experts  | \$1,000,000  | \$5,000                                   |
| Betterment                  | \$100,000    | NA                                        |
| Cyber Extortion             | \$1,000,000  | \$5,000                                   |



|                                                                       |              |                  |
|-----------------------------------------------------------------------|--------------|------------------|
| Data Restoration                                                      | \$1,000,000  | \$5,000          |
| Public Relations                                                      | \$1,000,000  | \$5,000          |
| <b>Cyber Crime</b>                                                    | <b>Limit</b> | <b>Retention</b> |
| Computer Fraud                                                        | NA           | NA               |
| Funds Transfer Fraud                                                  | NA           | NA               |
| Social Engineering Fraud                                              | \$100,000    | \$5,000          |
| Telecom Fraud                                                         | \$100,000    | \$5,000          |
| <b>Business Loss</b>                                                  | <b>Limit</b> | <b>Retention</b> |
| Business Interruption                                                 | \$1,000,000  |                  |
| Dependent Business Interruption                                       | \$100,000    |                  |
| Dependent Business Interruption - System Failure                      | \$100,000    |                  |
| Dependent Business Interruption - Outsource Provider                  | \$100,000    |                  |
| Dependent Business Interruption - Outsource Provider - System Failure | \$100,000    |                  |
| Reputation Harm                                                       | \$250,000    | \$5,000          |
| System Failure                                                        | \$1,000,000  |                  |
| <b>Additional First Party Provisions</b>                              |              |                  |
| Accounting Costs Limit: \$25,000                                      |              |                  |
| Betterment Coparticipation: 50%                                       |              |                  |
| Period Of Restoration: 180 days                                       |              |                  |
| Period Of Indemnity: 30 days                                          |              |                  |
| Wait Period: 8 hours                                                  |              |                  |
| <b>Knowledge Date: May 16, 2018</b>                                   |              |                  |
| <b>P&amp;P Date: May 16, 2018</b>                                     |              |                  |
| <b>Retro Date: N/A</b>                                                |              |                  |
| <b>Extended Reporting Period</b>                                      |              |                  |
| Months: 12                                                            |              |                  |
| Percentage of Annualized Premium: 75%                                 |              |                  |

**ITEM 6****PREMIUM FOR THE POLICY PERIOD FOR ALL COVERAGES:**

\$21,523.00 Policy Premium for all purchased Coverages

**ITEM 7****TYPE OF CLAIM DEFENSE FOR LIABILITY COVERAGES (subject to LIA-3001) AND CYBER COVERAGE:**

- ☐ Reimbursement
- ☒ Duty-to-Defend
- ☐ Varies by Coverage - See Expanded Claim Defense Options Endorsement

Only the type of CLAIM DEFENSE marked "X" is included in this policy.

**ITEM 8****EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES (subject to LIA-3001):**

Additional Premium Percentage: 75%

Additional Months: 12

(If exercised in accordance with the applicable EXTENDED REPORTING PERIOD condition)

**ITEM 9****RUN-OFF EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES (subject to LIA-3001):**

Additional Premium Percentage: 250%

Additional Months: 36

(If exercised in accordance with the applicable CHANGE OF CONTROL condition)

**ITEM 10****ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY FOR LIABILITY COVERAGES SUBJECT TO LIA-3001:**

- ☐ Applicable ☒ Not Applicable

Only those coverage features marked "X Applicable" are included in this policy.

**ITEM 11****FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE FOR ALL COVERAGES:**

ACF-7007-0811; ACF-7006-0511; AFE-19029-0719; AFE-19030-0920; LIA-3001-0109; AFE-16001-0119;  
 EPL-7060-0109; LIA-19097-0315; LIA-4007-1009; EPL-3001-0109; EPL-7009-0109; EPL-7062-0109;  
 EPL-19050-0316; EPL-19063-0319; EPL-4011-0109; CRI-3001-0109; CRI-19060-0713; CRI-19072-0315;  
 CRI-19101-1117; CRI-19085-0919; CRI-19122-1120; CRI-4004-0109; CRI-5011-0613; CYB-16001-  
 TOC-0620; CYB-16001-0620; CYB-19105-0119; CYB-19123-0519; CYB-19122-0519; CYB-19102-0620;  
 CYB-19104-0620; LIA-5010-1107; AFE-17003-0119; CCREW-1224

**ITEM 12****LIABILITY COVERAGE SHARED LIMIT OF LIABILITY FOR LIABILITY COVERAGES (subject to LIA-3001):**

- ☐ Applicable ☒ Not Applicable

N/A

for all Claims under the following Liability Coverages that are subject to the Terms &amp; Conditions in LIA-3001:

If the Liability Coverages selected in ITEM 12 are also Scheduled Coverages selected in ITEM 13, then the amount of the Liability Coverage Shared Limit of Liability set forth in ITEM 12 is part of, and not in addition to, the Shared Limit of Liability/Limit of Insurance for Scheduled Coverages set forth



in ITEM 13.

---

**ITEM 13**      **SHARED LIMIT OF LIABILITY/LIMIT OF INSURANCE FOR SCHEDULED COVERAGES:**

☐ Applicable

☒ Not Applicable

N/A

for all Claims and limits of insurance under the following **Scheduled Coverages:**

The Company's maximum liability for the **Policy Period** for all **Claims** and limits of insurance under the **Scheduled Coverages** listed in **ITEM 13** will not exceed the amount of the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**. Any Additional Defense Limit of Liability, Supplemental Personal Indemnification Limit of Liability, or Identity Fraud Expense Reimbursement Limit of Insurance is in addition to, and not part of, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

---

**PRODUCER INFORMATION:**

MCGARITY INSURANCE  
PO BOX 130  
MCDONOUGH, GA 30253

---

IN WITNESS WHEREOF, the Company has caused this policy/bond to be signed by its authorized officers.

*John P. Kik*

President

*Wendy C. Skyring*

Corporate Secretary



## The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

ECP0293554

Previous Policy Number

### CinciPak™ FOR OFFICES

### COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL

POLICY NUMBER ECP 029 35 54 / EBA 029 35 54

NAMED INSURED SMITH WELCH WEBB AND WHITE LLC

PO BOX 10

ADDRESS

(Number & Street,  
Town, County,  
State & Zip Code)

MCDONOUGH, GA 30253-0010

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: ECP 029 35 54

FROM: 10-27-2024

TO: 10-27-2027

Automobile and / or Garage

Policy number: EBA 029 35 54

FROM: 10-27-2024

TO: 10-27-2025

Agency MCGARITY INSURANCE 10-197

City MCDONOUGH, GA

Legal Entity / Business Description

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

|          |       |                                                                     |
|----------|-------|---------------------------------------------------------------------|
| IL0017   | 11/98 | COMMON POLICY CONDITIONS                                            |
| ICP101   | 05/11 | CINCIPAK™ SUMMARY OF PREMIUMS CHARGED                               |
| IA904    | 04/04 | SCHEDULE OF LOCATIONS                                               |
| IA4114GA | 06/16 | GEORGIA CHANGES - CANCELLATION AND NONRENEWAL                       |
| IA4236   | 06/20 | POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE                    |
| IA4521   | 03/20 | NOTICE OF PRIVACY PRACTICES                                         |
| IP446    | 08/01 | NOTICE TO POLICYHOLDERS                                             |
| IA325    | 01/23 | WAR EXCLUSION                                                       |
| IA327    | 07/23 | NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION    |
| IA4006   | 07/10 | SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT                       |
| IA4238   | 01/15 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM                      |
| IA4338   | 05/24 | SIGNATURE ENDORSEMENT                                               |
| IA460    | 01/16 | PROTECTIVE SAFEGUARDS                                               |
| IL0021   | 09/08 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)         |
| FM502    | 07/08 | COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS                      |
| GA532    | 07/08 | COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS             |
| MA573    | 06/07 | ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE FORM DECLARATIONS     |
| CA516    | 03/09 | CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES) |

ICP 515 07 11

Page 1 of 2

ECP 029 35 54 / EBA 029 35 54

08-08-2024 13:31



AA505 03/06 BUSINESS AUTO COVERAGE PART DECLARATIONS  
USC513 05/10 COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

---

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
(Date) (Authorized Representative)

ICP 515 07 11

Page 2 of 2  
ECP 029 35 54 / EBA 029 35 54

08-08-2024 13:31

**EXHIBIT 2**

**GEORGIA SECRETARY OF STATE**



**CERTIFICATE OF EXISTENCE**

Control No. 11028252

**STATE OF GEORGIA**

**Secretary of State**

**Corporations Division**

**315 West Tower**

**#2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

**CERTIFICATE  
OF  
ORGANIZATION**

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

**SMITH, WELCH, WEBB & WHITE, LLC**

**a Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **04/08/2011** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on April 8, 2011



A handwritten signature in black ink, appearing to read "B: P. Kemp".

Brian P. Kemp  
Secretary of State

Control No: 11028252  
Date Filed: 04/08/2011 12:28 PM  
Brian P. Kemp  
Secretary of State

April 08, 2011

**ARTICLES OF ORGANIZATION  
FOR GEORGIA LIMITED LIABILITY COMPANY**

**The name of the Limited Liability Company is:**

Smith, Welch, Webb & White, LLC

**The principal mailing address of the Limited Liability Company is:**

2200 Keys Ferry Court, P.O. Box 10  
McDonough, GA 30253

**The Registered Agent is:**

A. J. Welch, Jr.  
2200 Keys Ferry Court, Post Office Box 10  
McDonough, GA 30253

**County:**

**The name and address of each organizer(s) are:**

David Waldroup  
2200 Keys Ferry Court  
McDonough, GA 30253

**The optional provisions are:**

**ADMISSION OF ADDITIONAL MEMBERS.** Additional members may be admitted only pursuant to the terms set forth in the Operating Agreement.

**CONTINUITY.** The remaining members of the LLC will have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in this LLC.

**RETURN OF CAPITAL, DISTRIBUTION OF PROFITS.** The members' right to the return of capital and any distributions of income and surplus shall be governed by the Operating Agreement. Withdrawal of a member will be governed by the Operating Agreement.

**MANAGEMENT.** The business of the company will be managed and conducted in accordance with the terms of the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below.

**Signature(s):**

Organizer, David Waldroup

**Date:**

April 08, 2011

### EXHIBIT 3

#### REFERENCES

**The Town of Tallulah Falls**  
**Mike Early, City Mayor**  
**[mike@tallulahfallsga.gov](mailto:mike@tallulahfallsga.gov)**  
**Telephone: 706-754-6040**

**The City of Winder**  
**Jimmy Terrell, Mayor**  
**[jimmy.terrell@cityofwinder.com](mailto:jimmy.terrell@cityofwinder.com)**  
**Telephone: 678-425-6801**

**City of Dahlonega**  
**Doug Parks, City Attorney**  
**[doug@jdplaw.net](mailto:doug@jdplaw.net)**  
**Telephone: 706-864-4184**

**City of Locust Grove**  
**Tim Young, City Manager**  
**[TYoung@locustgrove-ga.gov](mailto:TYoung@locustgrove-ga.gov)**  
**Telephone: 770-957-5043**

**City of Hapeville**  
**Tim Young, City Manager**  
**[Tyoung@hapeville.org](mailto:Tyoung@hapeville.org)**  
**Telephone: 404-669-2100**

**Butts County**  
**Brad Johnson, County Manager**  
**(770) 775-8200**

**Henry County Water Authority**  
**Tony Garnell, General Manager**  
**[Tony.carnell@hcwa.com](mailto:Tony.carnell@hcwa.com)**  
**Telephone: 770-957-6659**

**Rockdale County Schools**  
**Santana T. Flanigan, General Counsel**  
**[sflanigan@rockdale.k12.ga.us](mailto:sflanigan@rockdale.k12.ga.us)**  
**Telephone: 770-761-1548**



## EXHIBIT 4

GEORGIA BAR ASSOCIATION  
CERTIFICATES OF GOOD STANDING

## Mr. Warren Michael Tillery

Smith Welch Webb & White LLC  
133 Jonesboro Street  
McDonough, GA 30253

Email: [wtillery@smithwelchlaw.com](mailto:wtillery@smithwelchlaw.com)

Phone: (770) 957-3937

Fax: (770) 957-9165

[DOWNLOAD VCARD](#)[BACK TO SEARCH](#)

Status **Active Member in Good Standing** ⓘ

Public Discipline None on Record

Admit Date 10/27/2014

Law School Mercer University-W. George L.S.

Sections Eminent Domain  
Local Government

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red notate those members who are not permitted to practice law in Georgia.)

[VIEW FULL BIO](#)[VIEW FULL BIO](#)

## Mr. Billy Dwain Thomas Jr.

Stockbridge, GA

[BACK TO SEARCH](#)

Status **Active Member in Good Standing** ⓘ

Public Discipline None on Record

Admit Date 10/11/2024

Law School Faulkner University Jones School of Law

Sections Government Attorneys  
Local Government

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red notate those members who are not permitted to practice law in Georgia.)

[VIEW FULL BIO](#)

**Mr. Andrew Jackson Welch III**

Smith Welch Webb & White LLC  
2200 Keys Ferry Court  
McDonough, GA 30253

Email: [awelch@smithwelchlaw.com](mailto:awelch@smithwelchlaw.com)

Phone: (770) 957-3937

Fax: (678) 583-4888

[DOWNLOAD VCARD](#)

[BACK TO SEARCH](#)

**Status** **Active Member in Good Standing** ⓘ

**Public Discipline** None on Record

**Admit Date** 05/30/2003

**Law School** Vermont Law School

**Sections** Government Attorneys

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red notate those members who are not permitted to practice law in Georgia.)

[VIEW FULL BIO](#)

**Ms. Lajuana Carmita Ransaw**

Smith Welch Webb & White LLC  
280 Country Club Dr  
Stockbridge, GA 30281

Email: [lransaw@smithwelchlaw.com](mailto:lransaw@smithwelchlaw.com)

Phone: (770) 957-3937

Fax: (770) 957-9165

[DOWNLOAD VCARD](#)

[BACK TO SEARCH](#)

**Status** **Active Member in Good Standing** ⓘ

**Public Discipline** None on Record

**Admit Date** 06/05/2002

**Law School** University of Georgia

**Sections** Government Attorneys  
Labor & Employment Law  
School & College Law

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red notate those members who are not permitted to practice law in Georgia.)

[VIEW FULL BIO](#)

**Mr. Brandon Filson Palmer**

Smith Welch Webb & White LLC  
280 Country Club Drive Suite 300  
Stockbridge, GA 30281-1803

Email: [bpalmer@smithwelchlaw.com](mailto:bpalmer@smithwelchlaw.com)

Phone: (770) 389-4864

[DOWNLOAD VCARD](#)

[BACK TO SEARCH](#)

**Status** **Active Member in Good Standing** ⓘ

**Public Discipline** None on Record

**Admit Date** 11/04/2015

**Law School** Georgia State University

**Sections** Appellate Practice  
Local Government

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red notate those members who are not permitted to practice law in Georgia.)

[VIEW FULL BIO](#)

## Mr. Larry Scott Mayfield

Smith Welch Webb & White LLC  
404 Thomaston Street  
Barnesville, GA 30204

Email: [smayfield@smithwelchlaw.com](mailto:smayfield@smithwelchlaw.com)

Phone: (770) 358-3630

Fax: (770) 358-3640

DOWNLOAD VCARD

BACK TO SEARCH

**Status** **Active Member in Good Standing** ⓘ

**Public Discipline** None on Record

**Admit Date** 10/29/1999

**Law School** Mercer University-W. George L.S.

**Sections** Local Government  
Real Property Law

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red denote those members who are not permitted to practice law in Georgia.)

VIEW FULL BIO

## Ms. Brooke Ann White

Smith Welch Webb & White LLC  
317 S Hill Street  
PO Box 767  
Griffin, GA 30224-0020

Email: [bwhite@smithwelchlaw.com](mailto:bwhite@smithwelchlaw.com)

Phone: (770) 229-1882

DOWNLOAD VCARD

BACK TO SEARCH

**Status** **Active Member in Good Standing** ⓘ

**Public Discipline** None on Record

**Admit Date** 11/01/2019

**Law School** University of Georgia

**Sections** Family Law

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red denote those members who are not permitted to practice law in Georgia.)

VIEW FULL BIO

## Ms. Susana Gude-Rodriguez

Smith Welch Webb & White LLC  
280 Country Club Dr  
Stockbridge, GA 30281

Email: [sgude@smithwelchlaw.com](mailto:sgude@smithwelchlaw.com)

Phone: (770) 957-3937

DOWNLOAD VCARD

BACK TO SEARCH

**Status** **Active Member in Good Standing** ⓘ

**Public Discipline** None on Record

**Admit Date** 10/25/2022

**Law School** Emory University

**Sections** Administrative Law  
Eminent Domain  
School & College Law

[Click here for a list of status descriptions.](#) (Member statuses that are displayed above in red denote those members who are not permitted to practice law in Georgia.)

VIEW FULL BIO



**SMITH, WELCH WEBB & WHITE, LLC**  
**FEE AGREEMENT**

The CITY OF LOGANVILLE, GEORGIA (hereinafter, the "City") hereby employs WARREN M. TILLERY and the law firm of SMITH, WELCH, WEBB & WHITE, LLC, (hereinafter collectively referred to as the "City Attorney") to represent the City as its City Attorney.

**ATTORNEY FEES**

Legal services to be performed by City Attorney, and for which the City agrees to pay according to the terms of this fee agreement, include all those actions, which, in the City Attorney's judgment, are necessary to adequately represent the City for the above-stated purposes. Any failure of City Attorney to bill does not waive the City Attorney's right to collect for time and expenses incurred.

The City agrees to pay the City Attorney the following hourly rates for "General Counsel Work," which is defined and outlined in Exhibit "A," incorporated and attached herein:

| <u><b>Position</b></u>      | <u><b>Rate</b></u> |
|-----------------------------|--------------------|
| Attorneys                   | \$250 per hour     |
| Paralegals/Legal Assistants | \$125 per hour     |

The foregoing notwithstanding, the City also agrees to pay the City Attorney the following hourly rates for any new and active "Litigation" matters, which includes any matters assigned to the City Attorney that involve matters of an adversarial or adjudicative manner, including but not limited to proceedings in any court, arbitration, mediation, special master, administrative law, or other types of proceedings that would commonly or customarily be considered "litigation":

| <u><b>Position</b></u>      | <u><b>Rate</b></u> |
|-----------------------------|--------------------|
| Partner                     | \$350 per hour     |
| Associate Attorneys         | \$250 per hour     |
| Paralegals/Legal Assistants | \$125 per hour     |

Additionally, five (5) percent of the monthly bill will be charged as an administrative fee. This fee will be to reimburse the City Attorney for out-of-pocket expenses such as long-distance telephone call costs, copying costs, postage, fax fees, and billing expenses. Other costs such as court expenses, depositions, appraisals, expert witness fees, consultant fees, travel, lodging expenses incurred and exhibits will also be charged to the City. The City Attorney reserves the right to change its hourly rate upon consultation with and approval by the Mayor and City Council.

The City Attorney will maintain complete and accurate records of all time spent and funds expended in the representation of the City. The City will be billed on a monthly basis with payment

being due within thirty (30) days from the date of the bill. In the event that the City maintains a balance which is more than thirty (30) days past due, City Attorney shall have the right to charge interest on that past-due balance at the rate of one and one-half (1.5) percent per month or eighteen (18) percent per annum until paid.

The City acknowledges that the City Attorney has made no guarantees regarding successful representation, and all expressions relative thereto are matters of City Attorney's opinion only. No attorney may ethically guarantee any particular outcome.

The agreement shall be terminable by either party within thirty (30) days' written notice. The term of the agreement shall begin in October 2026.

#### DUTIES OF CLIENT

The City and its staff are obligated to: (i) disclose to the City Attorney all facts known regarding a particular matter assigned to the City Attorney with complete honesty and candor; (ii) cooperate fully with the City Attorney, follow instructions as the City Attorney may reasonably request of the City, and perform such reasonable tasks as the City Attorney may request; (iii) carefully consider the advice given the City Attorney regarding the matters assigned to the City Attorney; and (iv) keep all communications with the City Attorney confidential;

#### DEFAULT

Should the City default in any of its obligations under this Agreement, City Attorney has the absolute right to withdraw from representing the City.

#### ACKNOWLEDGEMENT

The City hereby acknowledges that it has received a copy of this fee agreement and understands fully the provisions contained within it.

The City also acknowledges that the City Attorney may assign work or various matters to any lawyer affiliated with Smith, Welch, Webb & White, LLC., in the City Attorney's discretion, and that various associates, partners, senior partners, paralegals, and legal assistants may be engaged in matters on behalf of the City.

Finally, the City acknowledges that the individual signing this Agreement has the authority to bind the City to this Agreement.

(Signature Page Follows)

**CITY OF LOGANVILLE, GEORGIA**

**SMITH, WELCH, WEBB & WHITE LLC**

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

---

BY: Branden Whitfield  
TITLE: Mayor

---

BY: Warren M. Tillery  
TITLE: City Attorney

---

Attest: Ansley Pope, Deputy City Clerk

[SEAL]



EXHIBIT "A"

GENERAL COUNSEL WORK<sup>1</sup>

1. Attend all regular and special-called City Council meetings.
2. Attend meetings of boards, commissions, or committees as directed.
3. Provide timely responses to legal inquiries from City officials and staff.
4. Draft and review ordinances resolutions, and amendments.
5. Draft and review contracts and agreements.
6. Review City policies for legal compliance.
7. Handle all City real estate transactions, including closings.
8. Ensure compliance with federal and state law, the City Charter, ordinances, and policies.
9. Defend the City and its officials and employees against legal claims.
10. Coordinate work performed by outside legal counsel.
11. Provide additional legal services as requested by the City Council.
12. Maintain availability and responsiveness that reflects a high priority for City business.
13. Serve as the substitute prosecuting attorney until such time as a prosecuting attorney or substitute prosecuting attorney is available or appointed.

---

<sup>1</sup> Subject to the General Counsel Work / Litigation distinction or caveat described in the Attorney Fees section of the Agreement.